

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

44323

UNITED STATES OF AMERICA,

Plaintiff,

vs.

Civil Action No.

89-0195-MC

STAUFFER CHEMICAL COMPANY; STAUFFER
MANAGEMENT COMPANY; ICI AMERICAN
HOLDINGS INC.; MONSANTO COMPANY;
WILLIAM A. D'ANNOLFO, FRANK P.
D'ANNOLFO, SHIRLEY J. MARTINEK, JOHN
A. DELROSSI, and SAMUEL SAITZ,
individually and as present and former
TRUSTEES of THE MARK-PHILLIP TRUST;
ATLANTIC AVENUE ASSOCIATES, INC.;
BOSTON EDISON COMPANY; THE BOYD
CORPORATION; STEPHEN DAGATA and ADELINE
DAGATA; MARY E. FITZGERALD and JOHN J.
MULKERIN, as TRUSTEES OF THE NODRAER
REALTY TRUST; HIRO K. GANGLANI and
SUNDER K. GANGLANI; MICHAEL A. HOWLAND,
individually and as TRUSTEE OF ATLANTIC
AVENUE TRUST; LIPTON INDUSTRIES, INC.;
RONALD F. LISS; MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY; RICHARD G.
MIZZONI, METROPHANE ZAYKA, JR., NICHOLAS
ZAYKA, and PETER ZAYKA, as TRUSTEES OF
THE AERO REALTY TRUST; PAUL X. O'NEILL
and PHYLLIS O'NEILL, as TRUSTEES OF THE
P.X. REALTY TRUST; PEBCO COMPANY;
POSITIVE START REALTY, INC.; AUGUSTINE
P. SHEEHY; PETER J. VOLPE; THE WELLES
COMPANY; WINTER HILL STOREHOUSE, INC.;
CITY OF WOBURN; and WOODCRAFT SUPPLY
CORPORATION,

Defendants.

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

vs.

Civil Action No.

89-0196-MC

STAUFFER CHEMICAL COMPANY; STAUFFER)
MANAGEMENT COMPANY; ICI AMERICAN)
HOLDINGS INC.; MONSANTO COMPANY;)
WILLIAM A. D'ANNOLFO, FRANK P.)
D'ANNOLFO, SHIRLEY J. MARTINEK, JOHN)
A. DELROSSI, and SAMUEL SAITZ,)
individually and as present and former)
TRUSTEES of THE MARK-PHILLIP TRUST;)
ATLANTIC AVENUE ASSOCIATES, INC.;)
BOSTON EDISON COMPANY; THE BOYD)
CORPORATION; STEPHEN DAGATA and ADELINE)
DAGATA; MARY E. FITZGERALD and JOHN J.)
MULKERIN, as TRUSTEES OF THE NODRAER)
REALTY TRUST; HIRO K. GANGLANI and)
SUNDER K. GANGLANI; MICHAEL A. HOWLAND,)
individually and as TRUSTEE OF ATLANTIC)
AVENUE TRUST; LIPTON INDUSTRIES, INC.;)
RONALD F. LISS; MASSACHUSETTS BAY)
TRANSPORTATION AUTHORITY; RICHARD G.)
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ZAYKA, and PETER ZAYKA, as TRUSTEES OF)
THE AERO REALTY TRUST; PAUL X. O'NEILL)
and PHYLLIS O'NEILL, as TRUSTEES OF THE)
P.X. REALTY TRUST; PEBCO COMPANY;)
POSITIVE START REALTY, INC.; AUGUSTINE)
P. SHEEHY; PETER J. VOLPE; THE WELLES)
COMPANY; WINTER HILL STOREHOUSE, INC.;)
CITY OF WOBURN; and WOODCRAFT SUPPLY)
CORPORATION,)

Defendants.)

CONSENT DECREE

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INTRODUCTION

WHEREAS, the United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), has filed a complaint against the Defendants in this Court pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606, 9607, and Section 7003 of the Solid Waste Disposal Act ("SWDA"), 42 U.S.C. § 6973;

WHEREAS, the United States in its complaint seeks:

(1) reimbursement of monies already spent by EPA for removal and remedial actions at the Industri-Plex Superfund site in Woburn, Massachusetts; (2) an injunction requiring Defendants to perform and fund studies and remedial work at that site in conformity with the Record of Decision and the National Contingency Plan ("NCP"), 40 C.F.R. Part 300 (as amended); (3) recovery of costs that will be incurred by EPA in connection with such studies and remedial work; and (4) such other relief as the Court finds appropriate;

WHEREAS, the Commonwealth of Massachusetts (the "Commonwealth") has also filed a complaint against the Defendants in this Court alleging that the Defendants are liable to the Commonwealth pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Mass. G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, Mass. G.L. c. 21C, the Massachusetts Clean Waters Act, Mass. G.L. c. 21, § 27(14), and the Massachusetts Solid Waste Management Act, Mass. G.L. c. 21H,

for reimbursement of costs incurred or to be incurred by the Commonwealth in connection with the Industri-Plex site and for such other relief as the Court finds appropriate;

WHEREAS, the Defendants that have entered this Consent Decree ("Settlers") deny any and all liability to the Plaintiffs arising out of the transactions or occurrences alleged in these complaints;

WHEREAS, about May 25, 1982, EPA, the Commonwealth, and a corporate predecessor of defendant Stauffer Chemical Company entered into an administrative agreement entitled Determinations and Consent Order in EPA Docket No. 82-1070, which contains certain undertakings by the predecessor of Stauffer Chemical Company and certain covenants by EPA and the Commonwealth, the interpretation and effectiveness of which is in dispute among the Parties, and under which the predecessor of Stauffer Chemical Company claims to have incurred costs in excess of three million dollars (\$3,000,000) for investigations related to the Site;

WHEREAS, the Parties agree that it is in the public interest and in the interests of the Parties for this case to be resolved without protracted litigation, before the taking of any testimony, and without the admission of any issue of fact or law; and

WHEREAS, the Parties have agreed to the entry of this Consent Decree, subject only to the requirements of Section 122(d)(2) of CERCLA and 28 C.F.R. § 50.7;

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED:

I.

JURISDICTION

This Court has jurisdiction over the subject matter of these actions pursuant to 28 U.S.C. §§ 1331, 1345, 42 U.S.C. § 6973, and 42 U.S.C. §§ 9606, 9607, and 9613(b) and pendent jurisdiction over the claims arising under the laws of Massachusetts. This Court also has personal jurisdiction over the Settlers, which, solely for purposes of this Consent Decree and the underlying complaints, waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District.

II.

SETTLING DEFENDANTS

A. Stauffer Chemical Company is a Delaware corporation with its principal place of business in Shelton, Connecticut.

B. Stauffer Management Company is a Delaware corporation with its principal place of business in Wilmington, Delaware 19897.

C. ICI American Holdings Inc. is a Delaware corporation with its principal place of business in Wilmington, Delaware 19897.

D. Monsanto Company is a Delaware corporation with its principal place of business at 800 North Lindbergh Boulevard, St. Louis, Missouri 63157.

E. William F. D'Annolfo, Shirley J. Martinek, and John A. Delrossi are individuals and are also current trustees (along

with Frank P. D'Annolfo), and Samuel Saitz is an individual and a former trustee, of the Mark-Phillip Trust, a trust created by declaration of trust dated November 4, 1964, and recorded with the Middlesex County, Massachusetts, South Registry of Deeds at book 10749, page 453, with its principal place of business at 2 Frederick Drive, Andover, Massachusetts 01810.

F. Atlantic Avenue Associates, Inc. is a Massachusetts corporation with its principal place of business at 201 Fairway West, Tequesta, Florida 33469.

G. Boston Edison Company is a Massachusetts corporation with its principal place of business at 800 Boylston Street, Boston, Massachusetts 02199.

H. The Boyd Corporation is a Maine corporation with its principal place of business at 112 Commerce Way, Woburn, Massachusetts 01801.

I. Stephen Dagata and Adeline Dagata are individuals with a principal place of business at 211 New Boston Street, Woburn, Massachusetts 01801.

J. Mary E. Fitzgerald and John J. Mulkerin are the trustees of Nodraer Realty Trust, with a principal place of business at 120 Commerce Way, Woburn, Massachusetts 01801.

K. Hiro K. Ganglani is an individual with a principal place of business at 130 Commerce Way, Woburn, Massachusetts 01801.

L. Sunder K. Ganglani is an individual with a principal

place of business at 130 Commerce Way, Woburn, Massachusetts 01801.

M. Michael A. Howland is an individual and is also the trustee of the Atlantic Avenue Trust, with his principal place of business at c/o Howland Development Company, 155 West Street, Wilmington, Massachusetts 01887.

N. Lipton Industries, Inc. is a Delaware corporation with its principal place of business at 800 Sylvan Avenue, Englewood Cliffs, New Jersey 07632.

O. Ronald F. Liss is an individual residing at 15 Blueberry Hill Circle, Andover, Massachusetts 01810.

P. Massachusetts Bay Transportation Authority is a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts with its principal place of business at 10 Park Plaza, Boston, Massachusetts 02116.

Q. Richard G. Mizzoni, Metrophane Zayka, Jr., Nicholas Zayka, and Peter Zayka, are the trustees of the Aero Realty Trust, with their principal place of business at 223 New Boston Street, Woburn, Massachusetts 01801.

R. Paul X. O'Neill and Phyllis O'Neill are the trustees of P.X. Realty Trust, with a principal place of business at 295 Lincoln Street, Hingham, Massachusetts 02043.

S. Pebco Company is a Massachusetts limited partnership with its principal place of business at c/o Boston Safe Deposit and Trust Company, One Boston Place, OBVJ, Boston, Massachusetts 02106.

T. Positive Start Realty, Inc. is a Massachusetts corporation with its principal place of business at 8 Clinton Street, Woburn, Massachusetts 01801.

U. Augustine P. Sheehy (d/b/a Dundee Park Properties) is an individual with a principal place of business at 30 Glen Street, Lawrence, Massachusetts 01840.

V. Peter J. Volpe is a general partner of Janpet Associates, with a principal place of business at 54 Eastern Avenue, Malden, Massachusetts 02148.

W. The Welles Company is a Massachusetts limited partnership with its principal place of business at 201 Fairway West, Tequesta, Florida 33469.

X. Winter Hill Storehouse, Inc. is a Massachusetts corporation with its principal place of business at 20 Atlantic Avenue, Woburn, Massachusetts 01801.

Y. City of Woburn is a municipality of the Commonwealth of Massachusetts, with its principal place of business at City Hall, Woburn, Massachusetts 01801.

Z. Woodcraft Supply Corporation is or was a Massachusetts corporation with its principal place of business at 201 Fairway West, Tequesta, Florida 33469.

III.

DEFINITIONS

As used in this Consent Decree, the following terms shall have the following meanings:

- A. CERCLA shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq.
- B. Commonwealth shall mean the Commonwealth of Massachusetts and its Departments and Agencies.
- C. Custodial Trust shall mean the trust established pursuant to Section IX.A of this Consent Decree for the purposes of, among other things, receiving, holding, and realizing value from real property and any other assets conveyed by the Mark-Phillip Trust.
- D. Day shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or legal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or legal holiday, the period shall run until the end of the next working day.
- E. DEQE shall mean the Commonwealth of Massachusetts Department of Environmental Quality Engineering.
- F. EPA shall mean the United States Environmental Protection Agency.
- G. Escrow shall mean the escrow account established pursuant to Section IX.A of this Consent Decree for the purposes of receiving, holding, and disbursing funds in accordance with Section IX.E and G of this Consent Decree.

- H. Groundwater shall mean water in a saturated zone or stratum beneath the surface of land or water, in accordance with the definition in Section 101(12) of CERCLA, 42 U.S.C. § 9601(12).
- I. Hazardous Substances shall mean any substance meeting the definition of: (1) "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) "pollutant" or "contaminant" under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (3) "hazardous waste" under Section 1004(5) of SWDA, 42 U.S.C. § 6903(5); or (4) "hazardous material" under Mass. G.L. c. 21E, § 2. In addition, without limiting the scope of this definition and solely for the purposes of this Consent Decree, odors originating from animal hides or their constituents at the Site shall be deemed "hazardous substances".
- J. ICI shall mean defendants Stauffer Chemical Company, Stauffer Management Company, and ICI American Holdings Inc., and their successors and assigns.
- K. Inauguration of Institutional Controls shall mean those activities, following EPA and Commonwealth approval of the design of Institutional Controls, necessary to make the Institutional Controls fully effective and binding on each Settler who is a Landowner and on any Successors-in-Title (including the recording of all required notices and covenants), in accordance with the

plan for Inauguration of Institutional Controls approved or developed by Plaintiffs pursuant to Attachment B to the RD/AP.

- L. Institutional Controls shall mean the land use restrictions and other regulations and controls designed, as described in Attachment B to the RD/AP, to maintain the integrity and prevent the unauthorized disturbance of the caps and other structures that will be constructed at the Site as part of the Work and other ground-covering structures or features existing presently or in the future at the Site.
- M. Landowner shall mean any person who, at the particular time relevant to any obligation or requirement under this Consent Decree, presently or in the future, owns and/or operates property included in the Site.
- N. Long-term Operation and Maintenance ("Long-term O & M") shall mean all activities required under the Operation and Maintenance Plan as approved or developed by Plaintiffs pursuant to this Consent Decree.
- O. Mark-Phillip Trust shall mean the defendants William F. D'Annolfo, Shirley J. Martinek, and John A. Delrossi individually and as trustees of the Mark-Phillip Trust, Frank P. D'Annolfo as trustee of the Mark-Phillip Trust, and Samuel Saitz individually and as former trustee, and all successor trustees.

- P. Massachusetts Contingency Plan ("MCP") shall mean the Massachusetts Contingency Plan promulgated pursuant to Section 3 of the Massachusetts Oil and Hazardous Materials Release Prevention Act, Mass. G.L. c. 21E, § 3, codified at 310 CMR 40 et seq., including any amendments thereto.
- Q. Monsanto shall mean the defendant Monsanto Company, and its successors and assigns.
- R. National Contingency Plan ("NCP") shall mean the National Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, including any amendments thereto.
- S. Owner Defendants shall mean the Settlers other than Monsanto, ICI, and the Mark-Phillip Trust, and those Settlers' successors and assigns.
- T. Parties shall mean all parties to this Consent Decree.
- U. Plaintiffs shall mean the United States and the Commonwealth and their Departments and Agencies.
- V. Record of Decision ("ROD") shall mean the EPA Record of Decision relating to the Site signed on September 30, 1986 by the Regional Administrator, EPA Region I, and all attachments thereto.
- W. Remedial Action shall mean the Work required by this Consent Decree, including the RD/AP, with the exception of Long-term Operation and Maintenance.

- X. Remedial Design/Action Plan ("RD/AP") shall mean the plan set forth in Appendix I to this Consent Decree and its attachments, which describe studies, plans, and remedial actions to be undertaken at or with respect to the Site.
- Y. Remedial Trust shall mean the Industri-Plex Site Remedial Trust Fund established pursuant to Section VIII.B of this Consent Decree.
- Z. Settlers shall mean the Defendants who have entered into this Consent Decree and are identified in Section II above.
- AA. Site shall mean the Industri-Plex Superfund Site in Woburn, Massachusetts, encompassing approximately 245 acres, in the vicinity of New Boston Street, Atlantic Avenue, Commerce Way, and Interstate Route 93, as described in the Record of Decision and depicted on Attachment E to the RD/AP. Notwithstanding the Site boundaries depicted on Attachment E, the Site includes (1) all areas north of the Mark-Phillip Trust property and north of the East and West Hide Piles up to and including the site security fence as it is to be relocated, the approximate location of which is shown on Attachment E to the RD/AP, on the property now or formerly owned, occupied, or controlled by Augustine Sheehy, d/b/a Dundee Park Properties, and (2) Right of

Way No. 9 of the Boston Edison Company as it extends from the southwest portion of the Site to Commerce Way.

BB. Successor-in-Title shall mean any person who acquires any possessory interest in any property included in the Site, other than a person who acquires such interest solely to protect a security interest in the property and who has not exercised any right to enter or possess the property.

CC. SWDA shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, et seq.

DD. Work shall mean all work and other activities required by this Consent Decree, including the RD/AP, except for the activities required for continued compliance with Institutional Controls following the Inauguration of Institutional Controls.

IV.

PARTIES BOUND

A. This Consent Decree shall apply to and be binding upon the Parties and upon their successors and assigns. For the purposes of this Consent Decree, an unaffiliated and unrelated entity that acquires an ownership interest in property included in the Site from an Owner Defendant or the Custodial Trust in a good faith, arms' length transaction for value, but that does not otherwise succeed to the prior owner's business, shall not be considered a successor or assign unless the acquiring entity expressly assumes the prior owner's obligations hereunder.

Notwithstanding the foregoing, such an acquiring entity may be a Successor-in-Title. The obligations of Settlers who are Landowners with respect to Institutional Controls under Sections VII.D and X of this Consent Decree and with respect to access under Section XV.A and B shall run with the land and shall be binding upon all Successors-in-Title, including the Custodial Trust.

B. Settlers shall provide a copy of this Consent Decree to each contractor and subcontractor retained to perform work contemplated herein and to each person representing any Settler with respect to the Site or the Work, and shall condition all contracts and subcontracts entered into hereunder upon performance of the work in conformity with the terms and conditions of this Consent Decree. Settlers shall be responsible to the United States and the Commonwealth to ensure that their contractors and subcontractors perform the work contemplated herein in accordance with this Consent Decree.

V.

EFFECT OF SETTLEMENT

A. This Consent Decree was negotiated and executed by the Parties in good faith to avoid expensive and protracted litigation and is a fair and equitable settlement. The execution of this Consent Decree is not an admission of liability with respect to any issue dealt with in this Consent Decree, nor is it an admission or denial of the factual allegations set out in the complaints or an admission of violation of any law, rule,

regulation, or policy by any Settler or its officers, directors, employees, or agents. Nothing in this Consent Decree shall be construed to create any rights in, or any cause of action by, any person not a party to this Consent Decree. Each of the Settlers expressly reserves any and all rights (including any right to contribution), defenses, claims, demands, and causes of action which he or it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

B. The obligations and rights of ICI under this Consent Decree wholly supersede any obligations and rights of ICI under the Determinations and Consent Order entered into by EPA, the Commonwealth, and Stauffer Chemical Company about May 25, 1982, in EPA Docket No. 82-1070, and said Determinations and Consent Order shall be of no further effect insofar as it applies to ICI.

VI.

INCORPORATION AND ENFORCEABILITY OF DOCUMENTS

All appendices and attachments to this Consent Decree, except for the Remedial Trust Agreement (Appendix III), the Custodial Trust Agreement (Appendix IV), and the Escrow Agreement (Appendix V), are or shall be incorporated into this Consent Decree. The work plans and associated schedules developed pursuant to the RD/AP shall, upon their approval by EPA in consultation with the Commonwealth, be deemed incorporated into this Consent Decree. All appendices and attachments hereto

(including the Remedial Trust Agreement, the Custodial Trust Agreement, and the Escrow Agreement), work plans and associated schedules, and any and all other plans, specifications, schedules, and other documents required by the terms of this Consent Decree and approved or developed by EPA in consultation with the Commonwealth, in accordance with the provisions of this Consent Decree (including its appendices and attachments), shall be enforceable hereunder.

VII.

THE WORK

A. As described in greater detail in the RD/AP, the Work to be implemented under this Consent Decree shall provide for the containment and/or treatment of Hazardous Substances in the soils, air, and groundwater of the Site. Settlers shall finance, and Settlers other than the Mark-Phillip Trust shall perform, the Work in accordance with this Consent Decree, including the RD/AP contained in Appendix I and its Attachments and all terms, conditions, and schedules set forth therein or developed thereunder, and in a manner consistent with the ROD. Where the RD/AP is unclear, it shall be construed to conform to the ROD.

B. The obligations of Settlers to finance the Work and to reimburse the United States and the Commonwealth for response costs under this Consent Decree are joint and several, except that the financial obligations of the Mark-Phillip Trust under this Consent Decree shall be limited to the conveyance of all of its real property and other assets and the additional interests

described in Section IX.B, in accordance with Section IX. The obligations of Settlers other than the Mark-Phillip Trust to perform the Work are joint and several; provided, however, that Monsanto shall have sole responsibility for performance of the Work in the first instance, except for the Inauguration of Institutional Controls. In the event that Monsanto is unable or refuses to perform all or any part of the Work, the remaining Settlers (other than the Mark-Phillip Trust) shall commence or resume performance of the Work within thirty (30) days of receiving a written request to do so from Plaintiffs. In the event that both Monsanto and ICI are unable or refuse to perform all or any part of the Work, the Owner Defendants shall commence or resume performance of the Work, unless Plaintiffs agree otherwise, after a grace period of one hundred twenty (120) days commencing upon the issuance by Plaintiffs of written notice invoking this provision.

C. The Work to be performed jointly and severally by Settlers other than the Mark-Phillip Trust includes the following elements: (1) surface cleanup/surface preparations; (2) design and construction of a cap or caps over areas of the Site found to contain contamination in excess of action levels specified hereunder; (3) regrading or restructuring and capping of certain portions of the "hide piles"; (4) design and construction of an impermeable cap and a venting and air pollution control system for the East hide pile; (5) design and implementation of a Groundwater/Surface Water Investigation Plan to examine whether

or to what extent Hazardous Substances at the Site contaminate or threaten to contaminate groundwater and/or surface water;

(6) design of Institutional Controls to ensure that activities on the Site will not impair the effectiveness of the remedy;

(7) design and operation of an interim groundwater remedy consisting of interceptor wells and a treatment facility to address the plumes of toluene and benzene depicted on Attachment G to the RD/AP and operation and maintenance of the interim groundwater remedy for the time required to achieve the performance standards approved or developed by EPA in consultation with the Commonwealth under part D.1. of the RD/AP; and (8) Long-term Operation and Maintenance (including

monitoring). Settlers, including the Mark-Phillip Trust, shall jointly record a copy of this Consent Decree in the Middlesex South District Registry of Deeds within ten (10) days after the entry of this Consent Decree.

D. Each Settler that is a Landowner at the time of entry of this Consent Decree, including the Mark-Phillip Trust, shall record notices and covenants in the form attached as Appendix II, as required by Sections X.B and XV.B. Each Settler or Successor-in-Title that is a Landowner at the time specified for Inauguration of Institutional Controls shall perform, at its own expense, all actions necessary or appropriate to complete the Inauguration of Institutional Controls on its property within the Site in accordance with the plan and schedule therefor approved or developed by Plaintiffs under Attachment B to the RD/AP.

E. Monsanto shall make documents and information relating to the location and nature of contamination on the Site and the performance of the Work reasonably available to the other Settlers. If any Settler disagrees with a decision or proposal made by Monsanto in performing work under this Consent Decree, it may submit a request for modification of the decision or proposal to EPA and the Commonwealth but may not, without Monsanto's consent, invoke the dispute resolution provisions of Section XXII. Nothing herein shall prevent Settlers from agreeing outside this Consent Decree upon procedures for resolving disputes among themselves.

F. EPA and the Commonwealth will oversee the performance of the Work (including the Inauguration of Institutional Controls), make the final decision on the design of Institutional Controls, and administer, monitor and oversee compliance with the Institutional Controls. All Settlers and Landowners shall be afforded opportunities to review and comment on the design of certain aspects of the Work, as provided in Section XVI.

G. All aspects of the Work, other than the Inauguration of Institutional Controls, shall be under the direction and supervision of one or more qualified professional engineers or geologists with expertise and experience in hazardous waste site cleanup. Settlers shall notify EPA and the Commonwealth as to the identity and qualifications of the supervising engineer(s) or geologist(s) and of any contractors and subcontractors to be used

in performing the Work in advance of their performing any work under this Consent Decree. Plaintiffs shall have the right to disapprove the use of any such person or firm if the person or firm has been debarred from contracting with the United States or the Commonwealth or if EPA or the Commonwealth otherwise reasonably determines that the person or firm is not suitable for performing in a timely and competent manner the work for which it is to be retained.

H. All actions required to be taken pursuant to this Consent Decree shall be undertaken in accordance with the requirements of all applicable federal and state laws and regulations, including laws and regulations relating to occupational safety and health. As provided in Section 121(e) of CERCLA and the NCP, no federal, state, or local permit shall be required for any portion of the Work conducted entirely on the Site.

I. EPA has determined that the work and other activities required under this Consent Decree are consistent with the NCP as in effect at the time of lodging of this Consent Decree.

VIII.

ASSURANCE OF ABILITY TO COMPLETE WORK

A. Settlers other than the Mark-Phillip Trust shall demonstrate their ability to complete the Work and to pay all claims that arise from the performance of the Work by obtaining, and presenting to EPA and the Commonwealth for approval within thirty (30) days of the entry of this Consent Decree, one of the

following: (1) performance bond; (2) letter of credit; (3) guarantee by a third party; or (4) internal financial information (which may be for Monsanto alone in the first instance, or for fewer than all of the Settlers) sufficient to satisfy EPA and the Commonwealth that Settlers have enough assets to make it unnecessary to require additional financial assurances. EPA, in consultation with the Commonwealth, will have ninety (90) days from the receipt of the information or other assurance to make a determination of the adequacy of the financial assurance and to communicate that determination to Settlers. If Settlers seek to demonstrate ability to complete the Work by means of internal financial information, they shall resubmit such information annually, on the anniversary of the effective date of this Consent Decree. In the event that Plaintiffs determine that such financial assurance is inadequate, Settlers shall, within thirty (30) days of receipt of notice of Plaintiffs' determination, obtain and present to EPA and the Commonwealth for approval one of the other three forms of financial assurance listed above.

B. Not later than ten (10) days after the entry of this Consent Decree, Settlers other than the Mark-Phillip Trust shall present to Plaintiffs for approval a fully executed trust agreement (the "Remedial Trust Agreement") establishing the Industri-Plex Site Remedial Trust Fund (the "Remedial Trust"). The creation of the Remedial Trust is required but is not effected by this Consent Decree. The Remedial Trust Agreement

shall confer upon the Trustee all powers and authorities necessary to finance the obligations of Settlers under this Consent Decree. Money paid into the Remedial Trust by Settlers shall be used solely to pay proper and necessary expenses pursuant to this Consent Decree, including expenses of administering the Remedial Trust and the Custodial Trust and Escrow established pursuant to Section IX.A. Such payments shall not be construed as fines, penalties, or sanctions, except in the case of payments of stipulated penalties pursuant to Section XXIII.

C. The Remedial Trust Agreement shall provide that the Trustee will, within sixty (60) days of his appointment and every ninety (90) days thereafter, submit to Settlers, EPA, and the Commonwealth financial reports that include cash flow projections showing the level of funds that will be necessary to pay for the obligations of Settlers under this Consent Decree for the next one hundred twenty (120) days and the amount of money currently in the Remedial Trust. If the amount of money in the Remedial Trust is less than the amount projected in the Trustee's report to be needed for the next one hundred twenty (120) days, Settlers shall, within thirty (30) days of issuance of the Trustee's report, deposit into the Remedial Trust amounts sufficient to bring the level of the Remedial Trust up to that projected amount. Settlers shall in any event make payments to the Remedial Trust when and to the extent necessary to ensure the uninterrupted progress and timely completion of the Work. Any

money remaining in the Remedial Trust upon certification by Plaintiffs that all of the Work has been satisfactorily completed shall be distributed in accordance with the terms of the Remedial Trust Agreement.

D. Upon its approval by EPA in consultation with the Commonwealth, the Remedial Trust Agreement shall be attached to this Consent Decree as Appendix III and shall be enforceable hereunder against the signatories to the Remedial Trust Agreement; provided, however, that the provisions of the Remedial Trust Agreement, including any provisions allocating obligations to pay as among Settlers, shall not be binding upon Plaintiffs and shall not limit the liability of any Settler to either Plaintiff. Settlers shall provide EPA and the Commonwealth with written notice at least ten (10) days in advance of any proposed change in the Remedial Trust Agreement and, to the extent possible, of any change in the Trustee.

E. Settlers other than the Mark-Phillip Trust shall be responsible jointly and severally, including under Section XXIII (Stipulated Penalties), for any failure by the Remedial Trust to comply with this Consent Decree. Noncompliance with this Consent Decree by the Remedial Trust shall be deemed noncompliance by Settlers other than the Mark-Phillip Trust.

IX.

PROVISIONS RELATING SOLELY TO MARK-PHILLIP TRUST ASSETS

A. Creation of Custodial Trust and Escrow. Not later than fifteen (15) days after the entry of this Consent Decree,

Settlers other than the Mark-Phillip Trust shall establish (1) a trust (the "Custodial Trust") for the purposes of receiving, holding, managing, and/or selling real property and other assets to be conveyed by the Mark-Phillip Trust and William F. D'Annolfo under paragraph B of this Section, and of arranging for payment of the proceeds or value realized from those assets as directed herein, and (2) an interest-bearing escrow account (the "Escrow") for the purposes of receiving, holding, and distributing funds in accordance with paragraphs E and G of this Section. The creation of the Custodial Trust and the Escrow is required but is not effected by this Consent Decree. Settlers other than the Mark-Phillip Trust shall be responsible for the costs of operation of the Custodial Trust and the Escrow. The agreements establishing the Custodial Trust and the Escrow shall provide Settlers with all rights respecting the Custodial Trust and the Escrow necessary to ensure that Settlers can comply with this Consent Decree and can compel the Custodial Trust and the Escrow to comply with the requirements of this Consent Decree applicable to them. Settlers shall submit the Custodial Trust Agreement and the Escrow Agreement to EPA and the Commonwealth for approval not later than two (2) days after the entry of this Consent Decree and shall thereafter amend the agreements as necessary to conform to this Consent Decree. Settlers shall submit any proposed amendment to the Custodial Trust Agreement or the Escrow Agreement to EPA and the Commonwealth at least ten (10) days before the intended effective date of the amendment. Upon

approval by EPA in consultation with the Commonwealth, the Custodial Trust Agreement and the Escrow Agreement shall be attached to this Consent Decree as Appendix IV and Appendix V, respectively, and shall be enforceable hereunder against the signatories thereto; provided, however, that the provisions of the Custodial Trust Agreement and the Escrow Agreement shall not be binding upon Plaintiffs.

B. Conveyances By the Mark-Phillip Trust. As a condition of settlement, by the later of five (5) days after the Custodial Trust is established or fifteen (15) days after the entry of this Consent Decree, the Mark-Phillip Trust shall give, assign, convey, deed, or transfer to the Custodial Trust all property, real and personal, tangible or intangible, including all money, fees, charges, revenues, assignments of interest, collateral or otherwise, owned, payable to, held in trust for or by, or otherwise owned, operated, or managed by the Mark-Phillip Trust anywhere and in any form, or by any person acting on behalf or under the control of the Mark-Phillip Trust; and William F. D'Annolfo shall give, assign, convey, deed, or transfer to the Custodial Trust all right, title, and interest, direct or indirect, in Woburn Industrial Associates, Inc. and Chestnut Hill Realty Trust and in all property included in the Site in which Woburn Industrial Associates, Inc. or Chestnut Hill Realty Trust holds any interest (inclusive of all property referred to in this sentence, the "MPT Property"). The MPT Property shall include, at a minimum, the real property approximately depicted on the

map attached as Appendix VI and shall be conveyed subject only to those voluntary encumbrances that William F. D'Annolfo disclosed to Plaintiffs on or before October 28, 1988, and to any involuntary encumbrances. The Parties acknowledge that there are uncertainties regarding title to the Woburn Industrial Associates and Chestnut Hill Realty Trust properties approximately depicted on Appendix VI. The purposes of these conveyances are to provide for reimbursement of costs that Settlers will incur pursuant to this Consent Decree, to resolve the liability of the Mark-Phillip Trust for such costs and response costs incurred by the United States and the Commonwealth prior to the lodging of this Consent Decree, to settle certain existing and potential claims between the Mark-Phillip Trust and other Settlers, and, as and to the extent provided in Section IX.E and G below, to fund certain additional future response activities relating to the Site. Within five (5) days after the entry of this Consent Decree, William F. D'Annolfo, Frank P. D'Annolfo, Shirley J. Martinek, and John Delrossi, or a majority of them, shall certify to the other Parties, under penalties of perjury, an inventory of all MPT Property as of the date of entry of this Consent Decree and shall further certify a list of any and all conveyances or transfers of property, real or personal, tangible or intangible, by or to the Mark-Phillip Trust since May 25, 1988. The Mark-Phillip Trust and William F. D'Annolfo shall cooperate with Plaintiffs and/or the other Settlers in any proceedings to ascertain or quiet title to, to contest or obtain the release of

any encumbrance on, or to obtain access to or impose Institutional Controls on, any real property included in the Site.

C. Obligations of the Custodial Trust Concerning MPT Property. The Custodial Trust shall have the following obligations concerning the MPT Property: (1) to receive, hold, manage, and maintain all of the MPT Property until it is paid into the Escrow or sold or conveyed for value in accordance with this paragraph and paragraph D of this Section; (2) to Inaugurate and comply with Institutional Controls on any and all MPT Property to which Institutional Controls apply in accordance with Section X.A below; (3) to provide access to MPT Property in accordance with Section XV.A below; (4) to subdivide the MPT Property as appropriate, locate purchasers for MPT Property or portions thereof, negotiate the terms of the sale or transfer of such property, and sell and convey the property; and (5) to pay or arrange for payment of the proceeds of any sales or conveyances of MPT Property, and any proceeds or value otherwise included in or realized from the MPT property, net of any reasonable costs incurred by the Custodial Trust in connection with the sale or other conveyance of the property ("net value"), to the Escrow for distribution in accordance with Section IX.E and G. In the event that EPA, in consultation with the Commonwealth, and Settlers agree that any MPT Property included in the Site is unsalable, the Custodial Trust shall establish and fund, on terms approved by EPA and the Commonwealth, a further

trust (which may, if it otherwise qualifies, be a charitable trust) to hold that property and to operate and maintain any remedial components on the property in accordance with the Operation and Maintenance Plan approved or developed by EPA in consultation with the Commonwealth pursuant to this Consent Decree. The Custodial Trust and any further trust created pursuant to the preceding sentence shall have all the responsibilities and obligations under Federal and Massachusetts law of a private, noncharitable landowner with respect to the MPT Property owned by either such trust and when such trusts are established, the Settlers other than the Mark-Phillip Trust shall provide adequate funding and/or insurance mechanisms as approved by EPA and the Commonwealth (which approval shall not be unreasonably withheld), to enable the trusts to satisfy any liabilities resulting from the aforementioned responsibilities and obligations. Settlers other than the Mark-Phillip Trust shall, in the course of performing the Work, exercise due care with respect to any Hazardous Substances on MPT Property owned by the Custodial Trust or the further trust and shall take precautions against the foreseeable acts and omissions of third parties and the consequences that could foreseeably result therefrom with respect to Hazardous Substances, including employing all reasonable measures to prevent the unauthorized entry upon or use of such property.

D. Realization of Value of MPT Assets. The Custodial Trust shall pay or arrange for payment of all cash MPT Property, all

net value realized from the sale or conveyance of such property, and all other income, receipts, proceeds or other value realized from the MPT Property to the Escrow. The Parties agree that the costs to be deducted from the proceeds of sale of MPT Property in determining net value shall include the following amounts which the Custodial Trust shall pay, or shall arrange for payment, to the City of Woburn (the "City") in full settlement and satisfaction of all of the City's claims for real estate taxes accrued on MPT Property prior to the entry of this Consent Decree: (1) ten percent (10%) of the first \$3,000,000 of the proceeds of sale of MPT Property, net of other reasonable costs of sale ("net proceeds"); and (2) ten percent of such net proceeds in excess of \$10,000,000, until the City has received a total of \$645,000 under this paragraph. The Custodial Trust shall not sell or convey any MPT Property that is real property until after certification of completion of the Remedial Action, unless (A) EPA in consultation with the Commonwealth has determined, with respect to the particular parcel to be sold or conveyed, that (1) all work to be performed on that parcel as part of the Remedial Action has been completed, and (2) all applicable Institutional Controls have been Inaugurated with respect to that parcel; or (B) EPA and the Commonwealth otherwise agree to the sale upon such terms and conditions as they deem appropriate to assure the performance of all remedial work on, and the Inauguration of all Institutional Controls applicable to, the property. Within ten (10) days after the closing of each

sale or conveyance of MPT Property, the Custodial Trust shall provide copies of the sale or conveyance documents to EPA and the Commonwealth. Nothing in this paragraph shall prohibit the Custodial Trust from realizing value from the MPT assets by assigning the interests of the Custodial Trust in the MPT assets to a third party or parties, provided that no such assignment shall be made without the advance approval of the United States in consultation with the Commonwealth.

E. Use of Proceeds. The escrowee of the Escrow shall apply or distribute all monies received from the Custodial Trust under paragraphs C and D of this Section, including all net value realized from the MPT Property, as follows:

(1) Of the first eight million dollars (\$8,000,000) of net value, or of any portion thereof realized in a particular transaction, eleven percent (11%) shall be paid to the United States as reimbursement for response costs incurred prior to the entry of this Consent Decree or, to the extent the United States has received full reimbursement of such response costs (including interest), shall be retained in the Escrow for the purposes set forth in paragraph G of this Section; and the remainder shall be paid to Settlers other than the Mark-Phillip Trust in accordance with the terms of the Escrow Agreement to reimburse such Settlers for payments made or costs incurred by them under this Consent Decree;

(2) Of any net value in excess of eight million dollars (\$8,000,000) up to and including a total net value of ten million dollars (\$10,000,000), fifty percent (50%) shall be paid to Settlers other than the Mark-Phillip Trust in accordance with the terms of the Escrow Agreement to reimburse such Settlers for payments made or costs incurred by them under this Consent Decree, and fifty percent (50%) shall be retained in the Escrow for the purposes set forth in paragraph G of this Section; and

(3) Of any net value in excess of ten million dollars (\$10,000,000) thirty percent (30%) shall be paid to Settlers other than the Mark-Phillip Trust in accordance with the terms of the Escrow Agreement to reimburse such Settlers for payments made or costs incurred by them under this Consent Decree, and seventy percent (70%) shall be paid to the United States as reimbursement for response costs incurred prior to the entry of this Consent Decree or, to the extent the United States has received full reimbursement of such response costs (including interest), shall be retained in the Escrow for the purposes set forth in paragraph G of this Section.

The obligations of Settlers with respect to the Work are in no way contingent on the amount of any value realized from the MPT assets.

F. Responsibility and Limitation on Liability. Settlers other than the Mark-Phillip Trust shall be responsible jointly

and severally, including under Section XXIII (Stipulated Penalties), for any failure by the Custodial Trust, any further trust established pursuant to paragraph C of this Section, or the escrowee of the Escrow to comply with this Consent Decree. Noncompliance with this Consent Decree by the Custodial Trust, any such further trust, or the escrowee of the Escrow shall be deemed noncompliance by Settlers other than the Mark-Phillip Trust. The United States and the Commonwealth agree that Settlers, the Custodial Trust, and the Trustee(s) of the Custodial Trust will not, solely on account of the Custodial Trust's ownership and disposition of MPT Property in accordance with this Consent Decree, be considered the owners or operators of any such property which is included in the Site, so long as and on the condition that neither Settlers nor the Custodial Trust conduct(s) or allow(s) others to conduct any activity on the property other than performance of the Work and other activities required or permitted by this Consent Decree. Nothing herein shall be construed to limit or reduce any liability of Settlers to Plaintiffs that exists independently of the Custodial Trust's ownership of MPT Property.

G. Escrow for Future Response Costs. The escrowee of the Escrow shall hold all funds in the Escrow, except for the monies to be paid to Settlers pursuant to paragraph E above, for the benefit of the United States and the Commonwealth. Any such funds, including accrued interest, may be used by the United States and/or the Commonwealth for the following purposes:

(1) reimbursement of costs incurred by EPA or the Commonwealth, following approval of the surface water/groundwater study that will be performed under this Consent Decree, in making the decision as to what additional remedial action, if any, should be implemented to address groundwater or surface water contamination relating to the Site;

(2) reimbursement of any costs incurred by EPA or the Commonwealth in implementing any such additional remedial action;

(3) reimbursement of any costs incurred by EPA in performing the first two "five-year reviews," pursuant to Section 121(c) of CERCLA, of the remedial action required under the September 30, 1986 ROD and this Consent Decree; and/or

(4) in the event it is determined, within two years after the completion of the second five-year review, that the current remedial action is not adequately protective of human health or the environment, to contribute towards the cost of any further remedial action determined to be necessary.

If, by the end of two years after the completion of the second five-year review ("verification period"), neither EPA nor the Commonwealth has determined that further remedial action should be taken at the Site, or if at any time thereafter all further remedial actions selected by EPA or the Commonwealth prior to the

end of the verification period have been fully funded or otherwise provided for, EPA and the Commonwealth shall give notice to the escrowee of the Escrow that the Escrow may be terminated, and any sums remaining in the Escrow shall be paid to Settlers other than the Mark-Phillip Trust in accordance with the terms of the Escrow Agreement. Notwithstanding the foregoing, if any Settler owes any payment to the United States or the Commonwealth on account of oversight costs, outstanding penalties, or any other provision of this Consent Decree, the United States or the Commonwealth may require the escrowee of the Escrow to apply all or part of the remaining funds as a setoff against any such debt.

H. Municipal Tax Liens and Tax Titles. In consideration of the agreements and covenants set forth in this Consent Decree, including the agreement in paragraph D of this Section to make payments to the City from the proceeds of sale of MPT Property, the City of Woburn (the "City") shall take all actions within its authority to cause to be dissolved any and all then-existing tax titles and tax liens upon the MPT Property within fifteen (15) days after the entry of this Consent Decree, and all then-existing real estate tax liabilities relating to that property shall be deemed settled and discharged. The City shall record such documents as are necessary and appropriate to dissolve such tax titles and tax liens. The City shall submit the form of such documents to EPA and the Commonwealth for approval prior to recording, and notice of the recording of such documents shall be

sent to EPA and the Commonwealth within five (5) days after such recording. From the date of entry of this Consent Decree until such time as the Custodial Trust sells or conveys the MPT Property included in the Site, or any portion thereof, in accordance with paragraph D above, the City shall assess the value of such property for real estate tax purposes at zero or at such other value or in such other manner or form that no real estate tax liability is imposed on the Custodial Trust; provided that the Custodial Trust shall make timely filings for abatements or provide such other information as necessary to allow the City so to assess such property; provided further that this sentence shall be inapplicable to any parcel of property on which Settlers or the Custodial Trust conduct(s) or allow(s) others to conduct any activity other than performance of the Work and other activities required or permitted by this Consent Decree.

I. Actions Against Current Lienholders of MPT Property.

Neither the United States or the Commonwealth shall enter any settlement with any person, other than a Settler, who presently holds a security interest in any portion of the MPT Property ("Current Lienholder"), either before or after foreclosure by the person holding the security interest, unless the settlement protects the Settlers' right of contribution against such Current Lienholder with respect to the work to be performed or the payments to be made by Settlers under this Consent Decree. In the event that any Current Lienholder takes or has taken action

that makes it an owner or operator under Section 107 of CERCLA, it is the present intention of the United States and the Commonwealth, subject to the unrestricted exercise of each's respective prosecutorial discretion, to pursue such Current Lienholder to recover the cost of any remedy other than the Work and other activities required under this Consent Decree before or simultaneously with seeking to recover such costs from any Settler, the Remedial Trust, the Custodial Trust, or the Escrow.

X.

INSTITUTIONAL CONTROLS

A. The obligations of Settlers who are Landowners with respect to the Inauguration and subsequent compliance with Institutional Controls shall run with the land and shall be binding upon any and all such Settlers and any and all Successors-in-Title, including the Custodial Trust. Each Settler who is a Landowner and each Successor-in-Title shall take all actions necessary to Inaugurate Institutional Controls on its respective property and to comply with all applicable Institutional Controls. Until completion of the Inauguration of Institutional Controls on its property or determination that no Institutional Controls will be required on that property, as acknowledged by EPA and the Commonwealth in writing, no Settler or Successor-in-Title shall sell, convey, or transfer any possessory interest in any property included in the Site to any person, other than a person who holds the interest solely to protect his security interest in the property and who does not

exercise any right to enter or possess the property, without the approval of EPA and the Commonwealth, which approval shall be deemed given upon the recording by the transferee of notices and covenants in the form attached as Appendix II. No Settler or Successor-in-Title shall cause or permit the disturbance or modification of any cap or cover to be constructed at the Site, or of any ground-covering structure or feature currently existing or to be constructed at the Site, except in accordance with the mechanisms and procedures developed as Institutional Controls, or otherwise in accordance with this Consent Decree. EPA and the Commonwealth agree to provide any proposed Successor-in-Title, within thirty (30) days of receipt of written request therefor, a written statement of the status of the current owner's compliance with Institutional Controls, based on the information then in their respective possession.

B. Within ten (10) days after the entry of this Consent Decree, and in the case of the Mark-Phillip Trust prior to the conveyance of any real property to the Custodial Trust under Section IX.B above, each of the Settlers that is a Landowner shall record at the Registry of Deeds or other office where land ownership and transfer records are maintained, a notice of Institutional Controls and related covenants in the form set forth in Appendix II. Such notice shall remain in effect (and shall so state) unless and until there is recorded a notice, approved by EPA in consultation with the Commonwealth under this Consent Decree, stating that the property is not subject to any

Institutional Controls. Any such subsequent notice shall contain a reference to the recorded location (such as the Registry of Deeds book and page) of the restriction(s) originally imposed on the property pursuant to this Section. Each subsequent deed to any property included in the Site shall reference the recorded location of the restriction(s), if any, applicable to the property under this Section.

C. The provisions of this Section shall apply to the Custodial Trust with respect to all MPT Property that is real property at the Site with equal force and effect as if the Custodial Trust were a Settler.

D. If one or more of the Settlers or any Successor-in-Title causes or contributes to a disturbance or modification of any cap, cover, or other ground-covering structure or feature currently existing or to be constructed at the Site, whether in accordance with the mechanisms and procedures of Institutional Controls or otherwise, and such modification or disturbance results in significantly greater cost to Settlers in performing Long-term O&M or other work required by this Consent Decree, then such Settler(s) or Successor(s)-in-Title shall reimburse the other Settlers for the increased cost.

XI.

DESIGNATION OF COORDINATOR

Within ten (10) days after the entry of this Consent Decree, Settlers other than the Mark-Phillip Trust shall designate a Coordinator, who shall be responsible on their behalf for the

submission of reports and administration of actions called for by this Consent Decree and the RD/AP, and shall notify each of EPA and the Commonwealth in writing of the name, address, and telephone number of the Coordinator. The Coordinator shall serve as Settlers' representative, and receipt by the Coordinator of any notice, report, or other communication pursuant to this Consent Decree shall be deemed to be receipt by all of the Settlers. To the extent possible, Settlers shall give each of EPA and the Commonwealth at least ten (10) days advance notice, in writing, of any change of their Coordinator and shall notify EPA and the Commonwealth in writing within three working days of any change in their Coordinator's address or telephone number.

XII.

REMEDIAL PROJECT MANAGERS

A. Within thirty (30) days after the entry of this Consent Decree, EPA and the Commonwealth shall each designate a Remedial Project Manager ("RPM") and shall notify Settlers of the RPMs' names, addresses, and telephone numbers. If functions of an RPM are delegated to a contractor or other designee, the RPM shall notify Settlers of such delegation and of the name, address, and telephone number of the designee.

B. EPA will be the lead agency as defined in the NCP with respect to the Work. The EPA RPM or his designee shall have the authority vested by 40 C.F.R. § 300.68(a)(2) or any similar provision in future amendments or revisions to the NCP. The EPA RPM will be assisted by and work in cooperation with the

Commonwealth RPM. Absence of an RPM from the Site shall not be cause for stoppage of work.

C. The EPA RPM or the Commonwealth RPM acting with the concurrence of the EPA RPM may (1) direct or authorize field modifications to the studies, techniques, procedures, or designs undertaken or utilized in performing work required under this Consent Decree, provided that any such modification is consistent with the RD/AP and the ROD, and (2) take samples or direct the type, quantity and location of samples to be taken by Settlers consistent with the RD/AP.

D. Each RPM or his/her designee shall have the authority to: (1) direct that work stop if he/she determines that activities at the Site are causing or threatening a release of Hazardous Substances which may constitute an imminent and substantial endangerment to public health or welfare or the environment, or any release beyond the boundaries of the Site of odors originating from animal hides or their constituents; (2) observe, photograph, or otherwise obtain information on the progress of the Work as the RPM deems appropriate; (3) review and copy records, files, and documents maintained by Settlers, their contractors, subcontractors, agents, and assigns relevant to any matter under this Consent Decree, subject to the provisions of Section XXVI.B.

E. The respective RPMs shall be responsible for the receipt of plans, specifications, schedules, and reports submitted to EPA and the Commonwealth for review and approval. Any request by

Settlers for a meeting or other conference shall be communicated to both the EPA and Commonwealth RPMs.

XIII.

PROGRESS REPORTS

A. Settlers other than the Mark-Phillip Trust shall submit a written progress report to EPA and the Commonwealth concerning activities undertaken pursuant to this Consent Decree by the tenth working day of each calendar month until EPA certification of completion of the Remedial Action. These reports shall describe all significant developments during the preceding month, including the work performed and any problems encountered, and the developments anticipated during the next calendar month, including the work to be performed, anticipated problems, and planned resolutions of past or anticipated problems. After certification of completion of the Remedial Action, Settlers other than the Mark-Phillip Trust shall submit progress reports on a quarterly basis until all of the Work required under this Consent Decree is completed. Such quarterly reports shall be consistent with the requirements of the Operation and Maintenance Plan as approved or developed by EPA pursuant to the RD/AP.

B. If EPA, in consultation with the Commonwealth, deems a progress report to be incomplete or otherwise deficient, EPA shall notify Settlers of the deficiency within twelve (12) working days of receipt of the report. Settlers other than the Mark-Phillip Trust shall make the necessary changes and resubmit

that progress report within ten (10) working days of receipt of the notice of deficiency.

C. If EPA, in consultation with the Commonwealth, determines that a resubmitted progress report is deficient, then Settlers shall be deemed to be out of compliance with this Consent Decree until such time as an approvable progress report for the applicable period is submitted.

D. Once each year, within fifteen (15) days of the anniversary of the entry of this Consent Decree, Settlers collectively shall submit to the United States, EPA, and the Commonwealth for approval an annual report describing the progress of the Work and other activities required by this Consent Decree and the status of Settlers' compliance with this Consent Decree. Settlers shall make such modifications to the annual report as are required by EPA in consultation with the Commonwealth. Upon approval of the annual report by Plaintiffs, communicated through counsel for the United States, Settlers shall submit the annual report to this Court.

XIV.

OTHER PLANS, REPORTS, AND ITEMS REQUIRING AGENCY APPROVAL

A. If EPA, in consultation with the Commonwealth, disapproves any plan, report (other than a progress report covered by Section XIII above), or other item required to be submitted to EPA and the Commonwealth for approval pursuant to this Consent Decree, then Settlers other than the Mark-Phillip Trust shall have thirty (30) days from the receipt of notice of

such disapproval to correct any deficiencies and resubmit the plan, report, or item for approval, unless a shorter or longer period is specified in the notice. Any notice of disapproval shall include an explanation of why the plan, report, or item is being disapproved. Settlers other than the Mark-Phillip Trust shall address each of the EPA comments, and any additional written comments by the Commonwealth, and shall resubmit the previously disapproved plan, report, or item with the required changes within the deadline set forth above or in the notice of disapproval.

B. If any plan, report, or item cannot be approved by EPA, in consultation with the Commonwealth, after resubmission, then Settlers shall be deemed to be out of compliance with this Consent Decree. In the event that a resubmitted plan or portion thereof is disapproved, EPA retains the right, in consultation with the Commonwealth, to amend or develop a substitute for the plan or disapproved portion consistent with the ROD. Subject only to their right to invoke the dispute resolution procedures of Section XXII, Settlers other than the Mark-Phillip Trust shall implement any such plan as amended or developed by EPA in consultation with the Commonwealth.

C. In the event that, following resubmission of a previously disapproved plan, EPA, in consultation with the Commonwealth, again disapproves the plan in whole or in part, Settlers other than the Mark-Phillip Trust shall implement all approved portions of the plan (if any) and each portion of the

plan subsequently approved, amended, or developed by EPA, in consultation with the Commonwealth, as soon as it is practicable to do so taking into account any risk that changes to portion(s) of the plan not yet approved, amended, or developed may affect work to be done under approved portions of the plan.

Notwithstanding the foregoing, for purposes of the schedule milestones set forth in or developed under the RD/AP, a plan shall be deemed approved by EPA and the Commonwealth when EPA, in consultation with the Commonwealth, either has approved the plan in its entirety or has amended or developed a substitute for all disapproved portions of the plan.

D. EPA and the Commonwealth will endeavor to complete their review of plans and other items submitted to them for approval within the time periods specified for such review in Attachment D to the RD/AP or in the work plans and other schedules developed under this Consent Decree. However, failure by EPA or the Commonwealth to complete review within the specified time periods shall not relieve Settlers of any obligation under this Consent Decree, nor shall it automatically extend the time for performance by Settlers except to the extent that the RD/AP or a schedule approved thereunder requires that performance of a particular activity begin following approval of the plan or other item under review.

XV.

SITE ACCESS

A. The United States, the Commonwealth, Settlers, and their representatives and contractors shall have access at all times during the effective period of this Consent Decree to all property included in the Site, and to any other property to which access is required for the proper and complete implementation of this Consent Decree, to the extent such property is owned, occupied, or controlled by any of the Settlers, for the purposes of implementing the Work and other activities required by this Consent Decree in accordance with the Consent Decree, including the RD/AP and the work plans and other plans approved or developed by EPA in consultation with the Commonwealth hereunder. The United States and the Commonwealth and their contractors and representatives shall additionally have access to all such property for the purposes of conducting any activity authorized by CERCLA, including but not limited to:

- (1) Monitoring the progress of the Work or other activities taking place on the property;
- (2) Verifying any data or information submitted to EPA or the Commonwealth relating to the Site or the Work;
- (3) Conducting investigations relating to contamination at or near the Site;
- (4) Obtaining samples; and
- (5) Inspecting and copying records, operating logs, contracts, or other documents required to assess the

Settlers' compliance with this Consent Decree, subject to the provisions of Section XXVI.B.

B. The obligations of Settlers who are Landowners with respect to the provision of access under paragraph A of this Section shall run with the land and shall be binding upon any and all such Settlers and any and all Successors-in-Title, including the Custodial Trust. Within ten (10) days after the entry of this Consent Decree, and in the case of the Mark-Phillip Trust prior to the conveyance of any real property to the Custodial Trust under Section IX.B above, each of the Settlers that is a Landowner shall record at the Registry of Deeds or other office where land ownership and transfer records are maintained, a notice of obligation to provide access and related covenants in the form set forth in Appendix II. Each subsequent deed to any such property included in the Site shall reference the recorded location of such notice and covenants applicable to the property.

C. To the extent that, for the proper and complete implementation of this Consent Decree, access is required to any property included in the Site which is not covered by paragraph A of this Section, except for any property subject to paragraph D, clause (2) of this Section, Plaintiffs shall provide Settlers with legal access to such property at no cost to Settlers. If Plaintiffs do not, for any reason, obtain access for Settlers to a part of the Site subject to this paragraph, performance of any portion of the Work requiring access to that part of the Site shall be excused until access is obtained, but Settlers shall

perform all portions of the Work that can be performed without access to that particular property.

D. To the extent that proper and complete implementation of this Consent Decree requires access to (1) property not included in the Site, or (2) property included in the Site which is owned by a person that has been found by a court of competent jurisdiction to be entitled to the defense provided by Section 107(b)(3) of CERCLA with respect to the remediation of the Site, Settlers other than the Mark-Phillip Trust shall use their best efforts to obtain access agreements from the owners within sixty (60) days of the later of the effective date of this Consent Decree or the date Settlers receive notice that this paragraph applies to the particular property. For purposes of this paragraph, "best efforts" may include the payment of an amount of money which is reasonable in light of the fair market value of the rights obtained. Such access agreements shall provide the United States, the Commonwealth, Settlers, and their representatives and contractors access to the property at all times for purposes of implementing and monitoring the Work. In the event that access agreements sufficient for implementation and monitoring of the Work are not obtained within the sixty-day period, Settlers shall notify EPA and the Commonwealth within five (5) working days regarding the lack of such agreements and the efforts made to obtain them. Settlers other than the Mark-Phillip Trust shall reimburse EPA and the Commonwealth for any costs incurred by them not inconsistent with the NCP in obtaining

access to any property covered by this paragraph for the purposes of this Consent Decree. Such reimbursement shall be made in the manner described in paragraphs A and B of Section XIX, as applicable, within sixty (60) days of Settlers' receipt of a demand for payment and an appropriate accounting of the costs incurred.

E. Any person who goes on the Site prior to certification of completion of the Remedial Action, or on any contiguous or related property in furtherance of this Consent Decree, shall comply with all applicable provisions of the Health and Safety Plan developed and approved pursuant to the RD/AP.

F. Nothing herein limits or otherwise affects any right of entry held by the United States or the Commonwealth pursuant to applicable laws, regulations, or permits.

XVI.

PUBLIC INFORMATION AND COORDINATION

A. Settlers shall cooperate with EPA and the Commonwealth in providing information regarding the Site and the Work to the Landowners and the public.

B. Each Landowner will be afforded opportunities to review and comment on the design of those portions of the Work that will affect the Landowner's property, including the design of any caps or covers to be placed on the property and the technical design of Institutional Controls. Settlers shall make information available to, and shall solicit comments from, the Landowners as follows:

(1) To the extent they are within Settlers' possession or control, the results of all analyses of sampling on any Landowner's property, whether conducted prior to the entry of this Consent Decree or conducted as part of the Work, shall be made available to that Landowner upon any reasonable request.

(2) Prior to sixty percent (60%) completion of the Remedial Design phase of the Work, as described in the RD/AP, Settlers shall prepare a map or maps showing the known locations and concentrations of Hazardous Substances on each Landowner's property and reasonable interpolations of such data delineating the contaminated areas in a form approved by EPA in consultation with the Commonwealth. Settlers shall provide to each Landowner a copy of the map or maps showing the Landowner's property.

(3) Not later than completion of the 60% Remedial Design phase, Settlers shall notify each Landowner, in a form approved by EPA in consultation with the Commonwealth, of:

(a) the types of cap or cover (e.g., pavement, soil cap, or synthetic/soil cover) that, consistent with the ROD, the requirements of the RD/AP, and the overall Remedial Design for the Site, it would be feasible to place on each area of the Landowner's property containing Hazardous Substances in excess of action levels; and (b) any area(s) of the Landowner's property in which, consistent with those same requirements, it would be appropriate to excavate contaminated soil and backfill with clean material. Landowners shall have not less than thirty (30) days from receipt of such notice and the maps required by subparagraph

(2) above to notify Settlers, in writing, of their preferences as to the type(s) of cap or cover to be placed on the specified locations or of their preference for excavation and backfilling of designated areas on their respective properties.

(4) At 30%, 60%, and 95% completion of the Remedial Design, Settlers shall make available to the Landowners all design drawings, plans, and specifications delivered to EPA and the Commonwealth pursuant to the RD/AP and shall notify the Landowners of their availability. Settlers shall receive comments on the 95% completion Remedial Design documents for a period of not less than thirty (30) days after the Landowners' receipt of such notice. When Settlers submit their proposed final (100% completion) Remedial Design documents to EPA and the Commonwealth for review and approval, Settlers shall simultaneously notify each Landowner that submitted timely written comments on the 95% completion Remedial Design documents that the proposed final documents are available for inspection and shall provide to each such Landowner a written response to the Landowner's comments, including an explanation of whether changes requested by the Landowner were adopted and, if any such changes were not adopted, the reasons for rejecting the changes. Settlers shall provide copies of all comments by Landowners and all responses to such comments to EPA and the Commonwealth.

(5) When Settlers submit their proposed technical design for Institutional Controls to EPA and the Commonwealth for review and approval, Settlers shall simultaneously make copies

of such documents available to the Landowners. The Parties contemplate that EPA and the Commonwealth will receive and consider any comments by Landowners on the proposed technical design of Institutional Controls. If EPA and/or the Commonwealth requires Settlers to revise the technical design of Institutional Controls, Settlers shall make copies of the revised technical design documents available to the Landowners at the time that they submit such documents to EPA and the Commonwealth.

C. Settlers shall make the information required by paragraphs B(4) and (5) of this Section available to each Settler that is not a Landowner, and shall address any comments received from such Settlers under paragraph B(4), as if each such Settler were a Landowner.

D. Nothing in this Consent Decree shall be construed to give any Landowner any right to adoption or implementation of his or its preferences with respect to type of cap or cover or areas of excavation and backfilling or any right to adoption of any other comments relating to the Work, nor to create a cause of action by any Landowner or any other person against Settlers or Plaintiffs.

XVII.

CERTIFICATION OF COMPLETION

A. Within ninety (90) days after Settlers conclude that the Remedial Action has been fully performed, Settlers shall so notify the United States, EPA, and the Commonwealth by submitting

a written report by a registered professional engineer certifying that all such activities have been completed in full satisfaction of the requirements of this Consent Decree. If EPA and/or the Commonwealth, after consultation with one another, determines that the Remedial Action or any aspect or portion thereof has not been completed in accordance with this Consent Decree, EPA or the Commonwealth shall notify Settlers in writing of the work that must be done to complete the Remedial Action and shall set forth a schedule for performance of the work. Settlers other than the Mark-Phillip Trust shall perform all work described in the notice in accordance with the specifications and schedules set forth therein.

B. If, following the initial or any subsequent notification of completion by Settlers, EPA concludes, after consultation with the Commonwealth, that the Remedial Action has been fully performed in accordance with this Consent Decree, EPA shall so certify in writing to Settlers. This certification shall be final and shall constitute the "certification of completion of the Remedial Action" for purposes of this Consent Decree, including Section XXIV (Plaintiffs' Covenants Not to Sue).

C. Within ninety (90) days after Settlers conclude that all remaining aspects of the Work have been fully performed, Settlers shall so notify the United States, EPA, and the Commonwealth by submitting a written report by a registered professional engineer certifying that all such activities have been completed in full satisfaction of the requirements of this

Consent Decree. EPA and/or the Commonwealth, after consultation with one another, shall require such additional work as may be necessary to complete the Work, or EPA shall issue written certification that the Work has been completed, as appropriate, in accordance with the procedures set forth in Paragraphs A and B for certification of completion of the Remedial Action.

XVIII.

ENDANGERMENT AND FUTURE RESPONSE

A. In the event of any action or occurrence prior to certification of completion of the Remedial Action that causes or threatens a release of Hazardous Substances from the Site which goes or may go beyond the boundaries of the Site or which may cause an imminent and substantial endangerment to public health or welfare or the environment, Settlers other than the Mark-Phillip Trust shall immediately upon notice or discovery of such action or occurrence take all appropriate action to prevent, abate, or minimize such release or endangerment, and shall immediately notify the EPA RPM, or, if that is impossible, the EPA Emergency Response Unit, Region I. Settlers shall take such action in accordance with all applicable provisions of the Health and Safety/Contingency Plan developed pursuant to the RD/AP and approved thereunder. In the event Settlers fail to take appropriate response action as required by this Section and EPA and/or the Commonwealth take such action instead, Settlers other than the Mark-Phillip Trust shall reimburse all costs of the response action incurred by EPA not inconsistent with the NCP

or by the Commonwealth not inconsistent with the MCP. Payment of such response costs shall be made in the manner described in paragraphs A and B of Section XIX, as applicable, within sixty (60) days of Settlers' receipt of a demand for payment and an appropriate accounting of the costs incurred.

B. Nothing in the preceding paragraph shall be deemed to limit the power and authority of EPA, the Commonwealth, or this Court to take, direct, or order all appropriate action to protect human health and the environment or to prevent, abate, or minimize an actual or threatened release of Hazardous Substances on, at, or from the Site.

XIX.

REIMBURSEMENT OF RESPONSE COSTS

A. On or before the thirtieth day after entry of this Consent Decree, Settlers shall make payment to EPA in the amount of \$377,487, in the form of a certified check or checks payable to "EPA Hazardous Substances Superfund," in reimbursement of costs incurred by EPA prior to the lodging of this Consent Decree for removal or remedial actions relating to the Site. Each such check shall be marked with a reference to the Industri-Plex Site and to the civil action number of this matter and shall be forwarded to EPA Superfund, P.O. Box 371003M, Pittsburgh, PA 15251. Copies of each check and any transmittal letter(s) shall be sent to the United States.

B. On or before the thirtieth day after entry of this Consent Decree, Settlers shall make payment to the Commonwealth

in the amount of \$6,000 in the form of a certified check or checks payable to the Commonwealth of Massachusetts, in reimbursement of costs incurred by the Commonwealth prior to the lodging of this Consent Decree for removal or remedial actions relating to the Site. Each such check shall be sent to the Massachusetts Department of the Attorney General, Environmental Protection Division, One Ashburton Place, Boston, MA 02108. Copies of each check and any transmittal letter(s) shall be sent to the Commonwealth.

C. Settlers shall reimburse EPA for all costs incurred by it not inconsistent with the NCP, and the Commonwealth for all costs incurred by it not inconsistent with the MCP, in connection with the review or development of plans, reports, and other items under this Consent Decree, the oversight or verification of work pursuant to this Consent Decree, and the administration of Institutional Controls (collectively "oversight costs"). EPA and the Commonwealth shall each send Settlers a demand for payment of such oversight costs, together with an appropriate accounting of the costs claimed, on an annual basis commencing one year after the effective date of this Consent Decree. Payments shall be made in the manner described in paragraphs A or B above, as appropriate, within thirty (30) days of Settlers' receipt of the demand.

D. In addition to the costs reimbursed under paragraph C, Settlers shall reimburse EPA for all costs incurred by it not inconsistent with the NCP, and the Commonwealth for all costs

incurred by it not inconsistent with the MCP, to effect the Inauguration of Institutional Controls on any part of the Site that has been abandoned or is owned by persons ("non-labile persons") who have been found by a court of competent jurisdiction to be entitled to the defense provided by Section 107(b)(3) of CERCLA with respect to the remediation of the Site. EPA and the Commonwealth shall each send Settlers a demand for payment of such costs, including an appropriate accounting of the costs claimed, on an annual basis commencing one year after the effective date of this Consent Decree. Payments shall be made in the manner described in paragraphs A or B above, as applicable, within sixty (60) days of Settlers' receipt of the demand.

XX.

INDEMNIFICATION AND INSURANCE

A. Settlers shall indemnify and save and hold harmless the United States, the Commonwealth and their officials, agents, employees, contractors, or representatives from any and all claims or causes of action arising from or on account of acts or omissions of Settlers, Settlers' officers, employees, agents, contractors, subcontractors, and any persons acting on Settlers' behalf or under their control, in carrying out activities pursuant to this Consent Decree. Neither the United States nor the Commonwealth shall be held out as a party to any contract entered into by or on behalf of Settlers in carrying out activities pursuant to this Consent Decree.

B. Settlers waive any claims for damages or reimbursement from the United States or the Commonwealth, or for set-off of any payments made or to be made to the United States or the Commonwealth, arising from or on account of any contract, agreement, or arrangement between any one or more of Settlers and any person performing work on or with respect to the Site, including but not limited to claims on account of construction delays.

C. Prior to commencing any on-Site work, Settlers other than the Mark-Phillip Trust shall secure collectively, and shall maintain for the duration of this Consent Decree, comprehensive general liability and automobile insurance with limits of ten million dollars, combined single limit, naming as insureds the United States and the Commonwealth. In addition, for the duration of this Consent Decree, Settlers shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of workmen's compensation insurance for all persons performing work on behalf of Settlers in furtherance of this Consent Decree. Prior to commencement of work under this Consent Decree, Settlers shall provide EPA and the Commonwealth with certificates of such insurance and a copy of each insurance policy for approval. If Settlers demonstrate by evidence satisfactory to EPA and the Commonwealth that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then with respect

to that contractor or subcontractor Settlers need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

XXI.

FORCE MAJEURE

A. "Force Majeure" is defined for the purposes of this Consent Decree as an event arising from causes beyond the control of Settlers and of any entity controlled by Settlers, including their contractors and subcontractors, which delays or prevents the performance of any obligation under this Consent Decree. Unanticipated or increased costs associated with the implementation of actions called for by this Consent Decree or changed financial circumstances shall not be considered Force Majeure events.

B. When circumstances are occurring or have occurred which may delay the completion of any phase of the Work or the timely achievement of any schedule milestone established under this Consent Decree, whether or not due to a Force Majeure event, Settlers shall notify EPA and the Commonwealth orally of the circumstances within one working day after Settlers become aware of them, and shall provide written notice to EPA and the Commonwealth within nine (9) working days thereafter. The written notice shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which those measures will be implemented. Failure

to give timely notice to EPA and the Commonwealth under this paragraph shall constitute a waiver of any claim of Force Majeure with respect to the circumstances in question.

C. If EPA and the Commonwealth agree that a delay in performance is or was caused by a Force Majeure event, the Parties shall modify, or shall ask the Court to modify, this Consent Decree (or affected plans or schedules developed under this Consent Decree) to provide additional time for performance, which time shall in no event be longer than the delay resulting from the Force Majeure event, including any unavoidable delay associated with restarting interrupted activities. In proceedings on any dispute regarding a delay in performance, Settlers shall have the burden of proving (1) that the delay is or was caused by a Force Majeure event, and (2) that the amount of additional time requested is necessary to compensate for that event.

XXII.

DISPUTE RESOLUTION

A. Any dispute between Plaintiffs and Settlers which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute for a period of up to thirty (30) days from the time written notice of the existence of the dispute is given by any Party to EPA, the Commonwealth, and Settlers. The period for negotiations may be extended by agreement between Plaintiffs and Settlers.

B. If a dispute relating to the selection, extent, or adequacy of any aspect of the Work is not resolved within fifteen (15) days after notice of the existence of the dispute is given, Settlers shall have the right to submit the dispute, in writing or in person at EPA's sole option, within five (5) days thereafter to the Chief, Massachusetts Superfund Section, EPA Region I. If Settlers submit the dispute to the Chief, Massachusetts Superfund Section within that time, the period for informal negotiations shall end when that official notifies Settlers of EPA's position on the disputed matter.

C. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding paragraphs, then the position advanced by Plaintiffs shall be considered binding unless, within ten (10) days after the end of the informal negotiations period, Settlers file a petition with this Court setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. Any party may present a disputed matter to the Court before the end of the thirty-day period if stipulated penalties are accruing with respect to the disputed matter or the matter otherwise requires early resolution. The dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes between Plaintiffs and Settlers arising under or with respect to this Consent Decree and, subject to the limitation in Section VII.E on

the rights of Settlers other than Monsanto to invoke dispute resolution with respect to remedial work (which limitation shall not be construed to prevent any Settler from disputing an assessment of stipulated penalties), shall apply to all provisions of this Consent Decree unless otherwise expressly provided.

D. The filing of a petition asking the Court to resolve a dispute shall not of itself extend or postpone any obligation of Settlers under this Consent Decree, provided that payment of stipulated penalties with respect to the disputed matter shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that Settlers do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XXIII. Stipulated penalties shall be forgiven as to disputed matters on which Settlers prevail.

E. In proceedings on any dispute between Plaintiffs and Settlers relating to the selection, extent, or adequacy of any aspect of the Work, Settlers shall have the burden of demonstrating that the position of EPA or the Commonwealth is arbitrary or capricious or otherwise not in accordance with law. For purposes of this Section, the adequacy of the Work includes: (1) the adequacy of plans, procedures to implement plans, or any other items relating to the selection or extent of any part of the Work that require approval by EPA or the Commonwealth under

this Consent Decree; and (2) the adequacy of work performed pursuant to this Consent Decree.

XXIII.

STIPULATED PENALTIES

A. In the event that Settlers fail to comply with any requirement of Sections VIII, XI, or XIII of this Consent Decree, or to perform the required work properly by the deadlines set forth in or prescribed under items 1(a), 1(b), 1(d), 1(g), 1(j), 1(m), 2(a), 3(a), 3(c), and 3(d) (minor milestones) of Attachment D to the RD/AP, Settlers other than the Mark-Phillip Trust shall pay, one-half to EPA and one-half to the Commonwealth, stipulated penalties of \$750 per day for each and every such violation.

B. In the event that Settlers fail to comply with any requirement applicable to them in Sections XIV, XIX, and XXVI.A of this Consent Decree, or to perform the required work properly by the deadlines set forth in or prescribed under items 1(h), 1(k), 2(c), 3(e), 3(h), and 3(i) (major milestones) of Attachment D to the RD/AP, Settlers other than the Mark-Phillip Trust shall pay to EPA and the Commonwealth stipulated penalties in the following amounts for each day of each and every violation of said requirements:

<u>Period of Noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1st through 7th day	\$ 1,500
8th through 14th day	\$ 2,500
15th through 28th day	\$ 4,000
29th through 60th day	\$ 6,000
Beyond 60 days	\$10,000

One-half of the above amounts shall be payable to EPA and one-half to the Commonwealth.

C. In the event that any Settler that is a Landowner or any Successor-in-Title (including the Custodial Trust) fails to comply with any requirement of Sections VII.D or X (relating to Institutional Controls), or refuses or denies access to property required by Section XV.A, or fails to comply with the requirements of Section XV.B (relating to notices and covenants of access), that Settler or Successor-in-Title shall pay to EPA and the Commonwealth stipulated penalties in the following amounts for each day of each and every violation of said requirements:

<u>Period of Noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1st through 7th day	\$ 750
8th through 14th day	\$ 1,500
15th through 28th day	\$ 2,500
29th through 60th day	\$ 4,000
Beyond 60 days	\$ 8,000

One-half of the above amounts shall be payable to EPA and one-half to the Commonwealth.

D. Stipulated penalties shall begin to accrue on the day that performance is due or noncompliance occurs, and shall continue to accrue through the final day of correction of the noncompliance. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

E. The obligations of Settlers other than the Mark-Phillip Trust to pay stipulated penalties due under paragraphs A and B of this Section shall be joint and several. All penalties due to EPA and the Commonwealth under this Section shall be paid within forty-five (45) days of receipt by Settlers of notification of noncompliance. Interest shall begin to accrue on the unpaid balance at the end of the 45-day period, at the rate established by the Department of the Treasury under 31 U.S.C. § 3717.

F. Stipulated penalties due to EPA shall be paid by certified check payable to "EPA Hazardous Substances Superfund" and shall be mailed to EPA Superfund, P.O. Box 371003M, Pittsburgh, PA 15251. Stipulated penalties due to the Commonwealth shall be paid by certified check payable to the Commonwealth of Massachusetts and shall be submitted to the Massachusetts Department of the Attorney General, Environmental Protection Division, One Ashburton Place, Boston, MA 02108. Each check in payment of stipulated penalties shall be marked with a reference to the Industri-Plex Site and the civil action number of this matter and shall state that it is for stipulated penalties.

G. The stipulated penalties set forth above shall be in addition to any other remedies, sanctions, or penalties which may be available to the United States or the Commonwealth or their Agencies or Departments by reason of Settlers' failure to comply with requirements of this Consent Decree. The United States or the Commonwealth may, in its sole discretion not subject to

dispute resolution, waive or suspend the accrual of any stipulated penalties due to it under this Section.

XXIV.

COVENANTS NOT TO SUE BY PLAINTIFFS

A. Except as specifically provided in paragraphs C, D and E of this Section, the United States and the Commonwealth covenant not to sue or to take administrative action for Covered Matters against Settlers, Settlers' respective directors, officers, employees, and agents acting as such, and beneficiaries of the trusts whose trustees are Settlers to the extent such beneficiaries were acting through the trusts. These covenants not to sue extend only to Settlers and their respective directors, officers, employees, agents, and beneficiaries acting as specified above, and do not release any other person from liability. With respect to all liability for Covered Matters, except for future liability as described in the next sentence, these covenants not to sue shall take effect (1) as to Settlers other than the Mark-Phillip Trust, upon receipt by EPA and the Commonwealth of the payments required by paragraphs A and B of Section XIX, and (2) as to the Mark-Phillip Trust, upon completion of the conveyances required by Section IX.B. For purposes of this Section, future liability for Covered Matters means liability relating to additional response activities at the Site not identified in the ROD or the RD/AP and with respect to which EPA or the Commonwealth, respectively, has made the finding described in paragraph C or E.1 of this Section. With respect to

any future liability of Settlers for Covered Matters under federal law, these covenants not to sue shall take effect upon certification by EPA of completion of the Remedial Action. With respect to any future liability of Settlers for Covered Matters under state law, including but not limited to Mass. G.L. c. 21E, these covenants not to sue shall take effect upon concurrence by the Commonwealth in EPA's certification of completion of the Remedial Action. These covenants not to sue are conditioned, as to each Settler, upon satisfactory performance by that Settler of its or his obligations under this Consent Decree. Certification of completion under Section XVII shall constitute EPA's final determination of satisfactory performance of the activities covered by the certification. Concurrence by the Commonwealth in such certification shall constitute the Commonwealth's final determination of satisfactory performance of the activities covered by the certification.

B. Except as provided in paragraph F of this Section, Covered Matters shall include any and all civil liability to the United States for causes of action arising under Sections 106 and 107(a) of CERCLA and Section 7003 of SWDA, and to the Commonwealth under Section 107(a) of CERCLA, Mass. G.L. c. 21E, Mass. G.L. c. 21C, Mass. G.L. c. 21, § 27(14), and Mass. G.L. c. 21H, relating to response costs incurred prior to the date of lodging of this Consent Decree and the following conditions at the Site as of the date of entry of this Consent Decree:

- (1) soil contamination which does not cause or contribute to groundwater contamination;
- (2) air contamination; and
- (3) groundwater contamination to the extent, and only to the extent, that it results from the presence of benzene and toluene on or at the Site in the plumes depicted on Attachment G to the RD/AP.

With respect to the Mark-Phillip Trust only, and notwithstanding paragraph F(5) of this Section, Covered Matters shall also include any and all civil liability to the United States for causes of action arising under Sections 106 and 107(a) of CERCLA and Section 7003 of SWDA, and to the Commonwealth under Section 107(a) of CERCLA, Mass. G.L. c. 21E, Mass. G.L. c. 21C, Mass. G.L. c. 21, § 27(14), and Mass. G.L. c. 21H, relating to the activities described in Section IX.G of this Consent Decree, to which EPA or the Commonwealth may apply any funds in the Escrow.

C. Pre-certification reservations. Notwithstanding any other provision of this Consent Decree, the United States and the Commonwealth reserve the right to institute proceedings in this action or in a new action seeking to compel Settlers (1) to perform additional response actions at the Site or (2) to reimburse the United States and/or the Commonwealth for response costs if, prior to certification of completion of the Remedial Action:

- (i) conditions at the Site, previously unknown to the United States, are discovered after the entry of this Consent Decree, or

(ii) information is received after the entry of this
Consent Decree,

and the EPA Administrator or his delegate finds, based on these previously unknown conditions or this information together with any other relevant information, that the Work is not protective of human health and the environment.

D. Post-certification reservations. Notwithstanding any other provision of this Consent Decree, the United States and the Commonwealth reserve the right to institute proceedings in this action or in a new action seeking to compel Monsanto and Owner Defendants (1) to perform additional response actions at the Site or (2) to reimburse the United States and/or the Commonwealth for response costs if, subsequent to certification of completion of the Remedial Action:

(i) conditions at the Site, previously unknown to the United States, are discovered after the certification of completion, or

(ii) information is received after the certification of completion,

and the EPA Administrator or his delegate finds, based on these previously unknown conditions or this information together with any other relevant information, that the Work is not protective of human health and the environment.

E. Commonwealth reservations under state law.

1. Notwithstanding any other provision of this Consent Decree, the Commonwealth reserves the right to institute

proceedings in this action or in any new action under state law, including but not limited to Mass. G.L. c. 21E, against any or all of the Settlers, if prior to concurrence by the Commonwealth in EPA's certification of completion of the Remedial Action,

(i) conditions at the Site, previously unknown to the Commonwealth, are discovered after entry of this Consent Decree, or

(ii) information is received after the entry of this Consent Decree,

and the Commonwealth finds, based on these previously unknown conditions or this information together with any other relevant information, that the Work is not protective of human health and the environment.

2. Notwithstanding any other provision of this Consent Decree, the Commonwealth reserves the right to institute proceedings in this action or in any new action under state law, including but not limited to Mass. G.L. c. 21E, against Monsanto and Owner Defendants, if subsequent to concurrence by the Commonwealth in EPA's certification of completion of the Remedial Action,

(i) conditions at the Site, previously unknown to the Commonwealth, are discovered after the Commonwealth has concurred in EPA's certification of completion of the Remedial Action, or

(ii) information is received after the Commonwealth has

concluded in EPA's certification of completion of the Remedial Action, and the Commonwealth finds, based on these previously unknown conditions or this information together with any other relevant information, that the Work is not protective of human health and the environment.

F. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified to be Covered Matters. The United States and the Commonwealth reserve all rights against Settlers with respect to all other matters, including but not limited to:

- (1) claims based on a failure by any Settler to meet a requirement of this Consent Decree;
- (2) claims based on the failure of any Settler who is a Landowner or any Successor-in-Interest (including the Custodial Trust) to comply with any applicable requirement of Sections VII.D or X (relating to Institutional Controls) or Section XV.A and B (relating to access);
- (3) liability arising from the past, present or future disposal, release or threat of release of Hazardous Substances outside of the Site and not attributable to the Site;
- (4) liability for the disposal of any Hazardous Substances taken from the Site;

- (5) liability for groundwater contamination, other than as described in paragraph B(3) above, or for soil contamination that causes or contributes to groundwater contamination; or
- (6) liability for damages for injury to, destruction of, or loss of natural resources.

G. Settlers shall have the benefits of Section 113(f) of CERCLA and Mass. G.L. c. 231B and any other applicable law limiting their liability to persons not a party to this Consent Decree, or affording them rights of contribution or other rights to recover costs or damages relating to the Site from such persons.

H. Notwithstanding any other provision of this Consent Decree, the United States and the Commonwealth retain all authority and reserve all rights to take any and all response actions authorized by law.

XXV.

COVENANTS BY AND AMONG SETTLERS

A. Settlers hereby covenant not to sue the United States or the Commonwealth for any claims related to or arising from the Work or this Consent Decree (excepting any claims they may have under Section 106(b) of CERCLA relating to an emergency response action taken by Settlers solely pursuant to Section XVIII.A), or for any claims related to any response costs incurred by any Settler in connection with the Site prior to the lodging of this Consent Decree, including any direct or indirect claim for

reimbursement from the Hazardous Substances Superfund established pursuant to Section 221 of CERCLA, 42 U.S.C. § 9631. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.25(d).

B. Settlers reserve all of their defenses with respect to the claims reserved by Plaintiffs in Section XXIV.C.-F.

C. Each Settler covenants not to sue, or to maintain or assert any claim against, any other Settler in connection with any claim arising out of or relating to Covered Matters or the alleged storage, treatment, handling, disposal, transportation, presence, actual or threatened release, or discharge of any materials at, to, on, onto, in, into, upon, from, or near the Site, including but not limited to claims for payments or contribution made under this Consent Decree, claims for diminution in value of a Settler's property, and claims relating to the Site that have been or could have been asserted in Augustine F. Sheehy v. William F. D'Annolfo, et al., Middlesex County (Massachusetts) Superior Court, Civil Action No. 87-292, and Augustine F. Sheehy v. Lipton Industries, Inc., Middlesex County (Massachusetts) Superior Court, Civil Action No. 82-3883. These covenants not to sue shall not apply to (1) claims to enforce the terms of this Consent Decree or the Remedial Trust Agreement or Custodial Trust Agreement, (2) claims for contribution or indemnification arising out of or relating to subsequent suits or administrative actions by the United States

or the Commonwealth or subsequent suits by persons or entities not parties to this Consent Decree, and (3) claims arising out of or based upon Hazardous Substances brought to the Site after October 28, 1988.

XXVI.

ACCESS TO INFORMATION

A. Settlers shall provide to EPA and/or the Commonwealth, upon request, all non-privileged documents and information within their possession and/or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Consent Decree, including sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to remedial activities. Settlers shall also make available to EPA and the Commonwealth their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work for purposes of investigation, information gathering, or testimony.

B. Documents or information are privileged for purposes of this Section if they would be exempt from discovery by Plaintiffs in litigation against Settlers and from an information request or subpoena under 42 U.S.C. §§ 9604(e) or 9622(e)(3)(B). If Plaintiffs request documents or information that a Settler believes to be privileged, the Settler in question shall, within ten (10) days of receipt of the request, provide EPA and the Commonwealth with a list of the items alleged to be privileged,

including a description of the nature and subject matter of each item and a statement of the nature of and basis for the privilege claimed. No claim of privilege shall be made with respect to any sampling or analytical data or any other documents or information evidencing conditions at or around the Site, unless the substance of all such information regarding those conditions in Settlers' possession or control is or has been made available otherwise to Plaintiffs.

C. All data, factual information, or documents submitted to EPA or the Commonwealth by or on behalf of Settlers may be made available for public inspection unless Settlers demonstrate that the data, factual information, or documents satisfy the requirements of 42 U.S.C. § 9604(e)(7)(E) and (F).

D. Upon request, Settlers, EPA, and the Commonwealth shall provide each other with split samples of any samples collected in carrying out any requirement of this Consent Decree. Not less than seven (7) days in advance of any sampling pursuant to this Consent Decree, Settlers shall notify EPA and the Commonwealth of the sampling date, sampling media, and numbers of samples to be taken from each medium. EPA and the Commonwealth shall provide Settlers with seven (7) days advance notice of any sampling by or for them at the Site, if practicable. This provision shall not be construed as limiting the authority of EPA or the Commonwealth to collect samples and information under applicable federal or state regulatory authority, which federal or state regulatory

authority is not subject to dispute resolution procedures under this Consent Decree.

E. The Parties waive any objection to the admissibility in evidence (without waiving any objection as to weight) of the results of any analyses of sampling conducted by or for them at the Site or of other data gathered pursuant to this Consent Decree that has been verified by the quality assurance/quality control procedures established pursuant to the RD/AP.

XXVII.

RETENTION OF RECORDS

A. Until six years after the completion of the Work, each of the Settlers shall preserve and retain all records and documents now in its possession or control that relate in any manner to the Site.

B. Until completion of the Work and termination of this Consent Decree, Settlers shall preserve, and shall instruct their contractors and agents to preserve, all documents, records, and information of whatever kind, nature or description relating to the performance of the Work. Upon completion of the Work, Settlers shall deliver all such documents, records and information to EPA. EPA may in its sole discretion waive this requirement. Settlers may retain duplicates of any or all such documents delivered to EPA.

XXVIII.

NOTICES AND SUBMITTALS

Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to be sent by one party to another, it shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice of changes to the other parties in writing. Written notice in accordance with this Section shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, the Commonwealth, Settlers, and the Mark-Phillip Trust, respectively. Notice shall be deemed given upon the earlier of delivery or three (3) days after deposit in the first-class United States mail.

As to the United States:

Chief, Environmental Enforcement Section
Land and Natural Resources Division
Department of Justice
10th & Pennsylvania Avenue, N.W.
Washington, D.C. 20530
RE: DOJ # 90-11-2-228

and

Director, Waste Management Division
United States Environmental
Protection Agency, Region I
JFK Federal Building
Boston, MA 02203

As to EPA:

The EPA Remedial Project Manager

As to the Commonwealth:

The Commonwealth Remedial Project Manager

and

Chief, Environmental Protection Division
Department of the Attorney General
One Ashburton Place, Room 1902
Boston, MA 02108-1698

As to the Settlers:

The Settlers' Coordinator

As to the Mark-Phillip Trust:

William F. D'Annolfo
2 Frederick Drive
Andover, MA 01801

XXIX.

EFFECTIVE AND TERMINATION DATES

A. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court.

B. The requirements of this Consent Decree shall terminate upon completion of the Work, as certified by EPA in consultation with the Commonwealth or determined by the Court, except that the requirements of the following provisions shall remain in full force and effect until otherwise agreed by the Parties and approved by the Court: Sections IX.A and C (the Custodial Trust); X.A, C and D (Institutional Controls); XI (Settlers' Coordinator); XIII.D (annual reports); XV.A and B (access); XXII (dispute resolution); XXIII.C - G (stipulated penalties); XXVII (retention and delivery of records); and XXVIII (notices).

Termination of this Consent Decree shall not affect the Covenants

Not to Sue (Sections XXIV and XXV above), including the provisions relating to reopening of this matter contained in Section XXIV.D and E.

XXX.

RETENTION OF JURISDICTION

This Court will retain jurisdiction for the purpose of entering such further orders, direction, and relief as may be necessary or appropriate for the construction or modification (subject to Section XXXI) of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XXII hereof.

XXXI.

MODIFICATION

No material modification shall be made to this Consent Decree without written notification to and written approval of all Parties and the Court, except that modifications that do not affect the rights and obligations of the Mark-Phillip Trust may be made without its consent. The notification required by this Section shall set forth the nature of and reasons for the requested modification. No oral modification of this Consent Decree shall be effective. Modifications that do not materially affect this Consent Decree may be made upon the written consent of all Parties affected by the modifications. Nothing herein shall be deemed to alter the Court's power to supervise or modify this Consent Decree.

XXXII.

PUBLIC COMMENT

Final approval and entry of this Consent Decree are subject to the requirements of Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7.

XXXIII.

SIGNATORIES

A. Each undersigned representative of a party to this Consent Decree certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

B. Each Settler shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under this Consent Decree. Settlers hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure, including service of a summons, and any applicable local rules of this Court.

24

April

SO ORDERED THIS _____ DAY OF _____, 1989.

United States District Judge
District of Massachusetts

[Consent Decree relating to Industri-Plex Site in United States v. Stauffer Chemical Co., et al. (D. Mass.)]

THE UNDERSIGNED PARTIES enter into this Consent Decree relating to the Industri-Plex Superfund Site and submit it to the Court that it may be approved and entered.

FOR THE UNITED STATES OF AMERICA

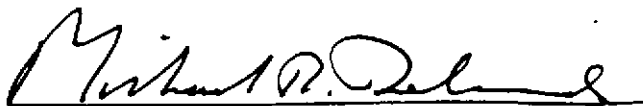
Date: _____

Roger J. Marzulla
Assistant Attorney General
Land and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

William D. Brighton
Senior Lawyer
Environmental Enforcement Section
Land and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

Thomas L. Adams, Jr.
Assistant Administrator for
Enforcement and Compliance
Monitoring
U.S. Environmental Protection
Agency
401 M Street, S.W.
Washington, D.C. 20460

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]



Michael R. Deland
Regional Administrator, Region I
U.S. Environmental Protection
Agency
JFK Federal Building
Boston, MA 02203



Gregory M. Kennan
Assistant Regional Counsel
U.S. Environmental Protection
Agency, Region I
2203 JFK Federal Building
Boston, MA 02203
(617) 565-3334

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR THE COMMONWEALTH OF MASSACHUSETTS
JAMES M. SHANNON
ATTORNEY GENERAL

Date: December 14, 1988

Madelyn Morris
By Madelyn Morris
Assistant Attorney General
Commonwealth of Massachusetts
One Ashburton Place
Boston, Massachusetts 02108

Daniel S. Greenbaum
Daniel S. Greenbaum, Commissioner
Department of Environmental Quality
Engineering
Commonwealth of Massachusetts
One Winter Street
Boston, Massachusetts 02108

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR STAUFFER CHEMICAL COMPANY

Date: 10/28/88

Gary L. Ford,
Assistant Director of Law

Agent Authorized to Accept Service on Behalf of Stauffer
Chemical:

Name: Joseph C. Kelly, Esquire
Title: Assistant General Counsel
Address: ICI Americas Inc.
Concord Pike and New Hampshire Road
Wilmington, DE 19897

FOR ICI AMERICAN HOLDINGS, INC., AND
STAUFFER MANAGEMENT COMPANY

Date: _____

Agent Authorized to Accept Service on Behalf of ICI and
Stauffer Management:

Name: _____
Title: _____
Address: _____

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR STAUFFER CHEMICAL COMPANY

Date: _____

Agent Authorized to Accept Service on Behalf of Stauffer
Chemical:

Name: _____
Title: _____
Address: _____

FOR ICI AMERICAN HOLDINGS INC., AND
STAUFFER MANAGEMENT COMPANY

Date: October 28, 1988

[Signature]

504

Agent Authorized to Accept Service on Behalf of ICI and
Stauffer Management:

Name: Joseph C. Kelly, Esquire
Title: Assistant General Counsel
Address: Concord Pike & New Murphy Rd.
Wilmington, DE 19897

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR MONSANTO COMPANY

Date: October 27, 1988 Thomas H. Zeffene *TH*

Agent Authorized to Accept Service on Behalf of Monsanto:

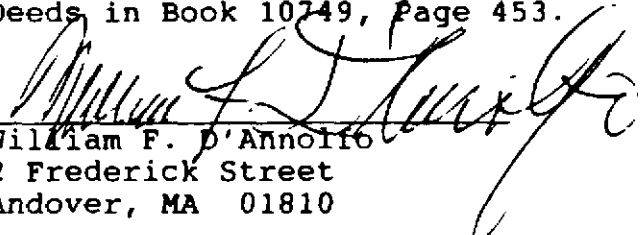
Name: C. T. Corporation
Title: _____
Address: 906 Olive Street
St. Louis, Missouri 63101

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass)]

WILLIAM F. D'ANNOLFO,
individually and as Trustee of
the Mark-Phillip Trust, created
by Declaration of Trust dated
November 4, 1964, and recorded
with the Middlesex County
Southern District Registry of
Deeds in Book 10749, Page 453.

DATE:

Oct 22, 1988


William F. D'Annolfo
2 Frederick Street
Andover, MA 01810

Agent Authorized to Accept Service on Behalf of Mark-Phillip
Trust:

Name: As Stated Above
Title: _____
Address: _____

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass)]

JOHN A. DELROSSI, individually
and as Trustee of the Mark-
Phillip Trust, created by
Declaration of Trust dated
November 4, 1964, and recorded
with the Middlesex County
Southern District Registry of
Deeds in Book 10749, Page 453.

DATE:

October 28, 1988

John A. Delrossi
John A. Delrossi
One Ruth Street
Lunenburg, MA 01462

Agent Authorized to Accept Service on Behalf of Mark-Phillip
Trust:

Name: As Stated Above
Title: _____
Address: _____

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass)]

SHIRLEY J. MARTINEK,
individually and as Trustee of
the Mark-Phillip Trust, created
by Declaration of Trust dated
November 4, 1964, and recorded
with the Middlesex County
Southern District Registry of
Deeds in Book 10749, Page 453.

DATE:

October 28, 1988

Shirley J. Martinek

Shirley J. Martinek
9 Victoria Lane
Stoneham, MA 02180

Agent Authorized to Accept Service on Behalf of Mark-Phillip
Trust:

Name: As Stated Above

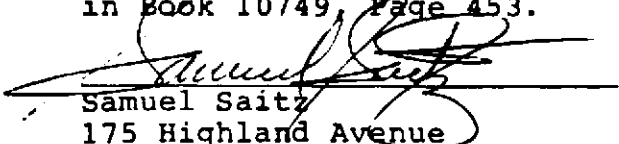
Title: _____

Address: _____

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass)]

SAMUEL SAITZ,
individually and as former
Trustee of the Mark-Phillip
Trust, created by Declaration
of Trust dated November 4,
1964, and recorded with the
Middlesex County Southern
District Registry of Deeds
in Book 10749, Page 453.

DATE: October 31, 1988


Samuel Saitz
175 Highland Avenue
Needham, MA 02194

Agent Authorized to Accept Service on Behalf of Mark-Phillip
Trust:

Name: SAMUEL SAITZ
Title: _____
Address: 175 Highland Ave
Needham Heights MA
02194

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR BOSTON EDISON COMPANY

Date: October 28, 1988



C. Bruce Damrell
Vice President
Boston Edison Company

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: _____
Title: General Counsel
Address: Boston Edison Company
800 Boylston Street
Boston, MA 02199

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR The Boyd Corporation

Date:

10/26/88

James C. Boyd

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name:	<u>William Tully</u>
Title:	<u>Operations Manager</u>
Address:	<u>The Boyd Corporation</u>
	<u>112 Commerce Way</u>
	<u>Woburn, MA 01801</u>

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR Stephen Dzsato Adeline Dzsato

Date: October 27, 1988

Adeline Dzsato
Stephen Dzsato

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: Stephen Dzsato
Title: Counselor
Address: 59 Montvale Road
Woburn,
Mass 01801

ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF REGIONAL COUNSEL

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR Nodraer Realty Trust


Date:

10/27/88


John J. Mulkerin, Trustee

Date:

10/27/88


Mary E. Fitzgerald, Trustee

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name:

John J. Mulkerin

Title:

Trustee

Address:


120 Commerce Way

Woburn, MA 01801

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR Sunder K. Ganglani and Hiro K. Ganglani
130 Commerce Way, Woburn, MA 01801

Date: 10.28.88.

: HK. Ganglani

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

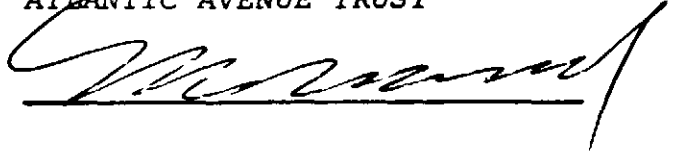
Name: Sunder K. Ganglani
Title: _____
Address: 130 Commerce Way
Woburn, MA 01801

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR MICHAEL A. HOWLAND, INDIVIDUALLY and
MICHAEL A. HOWLAND, TRUSTEE OF
ATLANTIC AVENUE TRUST

Date:

October 28/88



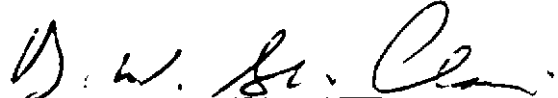
Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: Thomas A. Mackie
Title: Attorney at Law
Address: 283 Dartmouth Street
Boston, MA 02116

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

For LIPTON INDUSTRIES, INC.

Date: October 27, 1988



D. W. St. Clair
Vice President

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

D. W. St. Clair
Vice President
800 Sylvan Avenue
Englewood Cliffs, NJ 07632

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

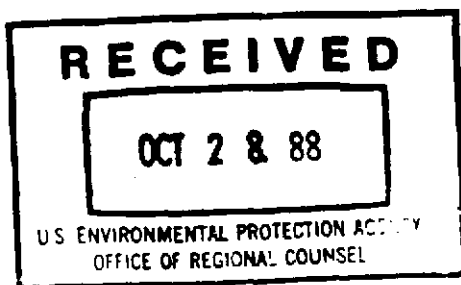
FOR Ronald F. Liss

Date: October 28, 1988

Ronald F. Liss

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

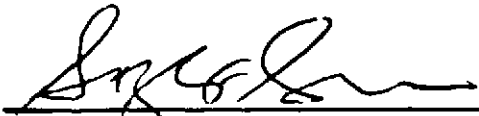
Name: Ronald F. Liss
Title: _____
Address: 15 Blueberry Hill Circle
Andover Ma 01810



[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR Massachusetts Bay Transportation Authority

Date: October 28, 1988



Gregory C. Flynn
General Counsel

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: Michael J. Grealy
Title: Assistant General Counsel
Address: MBTA, 10 Park Plaza
Boston, MA 02116

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR Aero Realty Trust

223 New Boston St.
Woburn, MA 01801

Date: October 28, 1988

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: _____
Title: _____
Address: _____

Richard G. Mizzoni
Richard G. Mizzoni, Trustee

Metrophane Zayka
Metrophane Zayka, Jr., Trustee

Nicholas Zayka
Nicholas Zayka, Trustee

Peter Zayka
Peter Zayka, Trustee

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR P.X. REALTY TRUST

Date: 10/27/88

Paul O'Neill

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: PAUL X. O'NEILL / P.X. REALTY TRUST
Title: TRUSTEE
Address: P.O. BOX 99
HINGHAM 02043

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

PEBCO COMPANY
BOSTON SAFE DEPOSIT AND TRUST COMPANY
FOR TRUSTEE n/a of CHARLES C. GREBERT, TRUST,
GENERAL PARTNER

Date: 10/27/88

Dina G. Cirone
Dina G. Cirone, Trust Officer
as trustee aforesaid and not individual.

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: Dina G. Cirone
Title: Trust Officer
Address: Boston Safe Deposit and Trust Company
One Boston Place OBVJ
Boston, MA 02106

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR POSITIVE START REALTY, INC.

Date: October 28, 1988

BY:

Robert W. DeRosa
President

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: Robert W. DeRosa
Title: President, Positive Start Realty, Inc.
Address: 8 Clinton Street
Woburn, MA 01801

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR Augustine P. Sheehy

Date: October 28, 1988

Augustine P. Sheehy

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: John E. Sheehy, Esq.
Title: Freeley and Feeley
Address: One McKinley Square 6th Floor
Boston, MA 02109
(617) 523-5010

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR PETER J VOLPE GENERAL PM
MANPET ASSOCIATES

Date: OCTOBER 23, 1988



Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name:	<u>PETER J VOLPE</u>
Title:	<u>GENERAL MANAGER</u>
Address:	<u>MANPET ASSOCIATES</u>
	<u>54 EASTERN AVE</u>
	<u>WALDEN, MA 02148</u>

[Consent Decree relating to Industri-Plex Site in United States v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR The Welles Company, a
Massachusetts limited
partnership,
Woodcraft Supply Corporation, a
Massachusetts Corporation,
Atlantic Avenue Associates,
Inc., a Massachusetts
Corporation

Date: 10/28/88

Rogers Welles
Rogers Welles, President and
General Partner'

Agent Authorized to Accept Service on Behalf of Settler Names
Above:

Name: Rogers Welles
Title: President and General Partner
Address: 201 Fairway West
Tequesta, FL 33469

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR Winter Hill Storehouse, Inc.

Date: October 28, 1988

Richard D. Bain

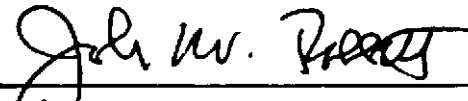
Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: Richard D. Bain Winter Hill Storehouse, Inc.
Title: President
Address: 20 Atlantic Ave.
Woburn, MA 01801

[Consent Decree relating to Industri-Plex Site in United States
v. Stauffer Chemical Co., et al. (D. Mass.)]

FOR CITY OF WOBURN

Date: November 1, 1988



John W. Rabbitt, Mayor

Agent Authorized to Accept Service on Behalf of Settler
Named Above:

Name: Edward S. Robertson
Title: City Solicitor
Address: City Hall
10 Common Street
Woburn, MA. 01801
Tel: 932-4425

RECEIVED
NOV 08 88

APPENDIX I
REMEDIAL DESIGN/ACTION PLAN

Site:	_____
Break:	_____
Other:	_____

A. PURPOSE OF PLAN

This Remedial Design/Action Plan (RD/AP) defines the remedial activities to be undertaken by Settlers under this Consent Decree to complete the remedial response at the Industri-Plex Site as defined in the United States Environmental Protection Agency (EPA) Record of Decision (ROD) signed by the Regional Administrator, Region I, on September 30, 1986. Parts B, C, and D of this Appendix I set forth a description of the remedies for soils, air, and water respectively. Parts E and F of this Appendix I set forth the requirements and procedures that the Settlers shall follow during the Remedial Design and Remedial Action phases of the work.

B. REMEDY FOR CONTAMINATED SOILS

The remedial action for soils, sediments and sludges contaminated with Hazardous Substances, other than those emitting odors, shall include site grading, capping with a permeable soil cover, excavation, dredging, and/or consolidation for all areas containing Hazardous Substances at concentrations above established action levels, and development of Institutional Controls for all areas containing hazardous substances at greater than background levels to ensure the long-term effectiveness of the remedial action.

1. Action Levels for Metals

The action levels established in the ROD for Hazardous Substances other than odors in soils, sediments and sludges are 300 parts per million (ppm) arsenic, 600 ppm lead and 1000 ppm chromium.

2. Contaminated Soils

Settlers shall design and implement remedial action for soils contaminated with Hazardous Substances above the action level for metals that shall consist of site grading and capping, together with Institutional Controls as described in Attachment B. Areas of soils contaminated with Hazardous Substances, as far as is currently known, are shown on Attachment F. Note that East Hide Pile remedial action is covered under Part C of this RD/AP. Areas already covered adequately by buildings, roadways, parking lots, or other ground-covering features, would not receive cover material, instead allowing the structures themselves to act as the protective cap.

For small areas on-Site, such as the landscaped areas between buildings and parking lots, Settlers may propose location-specific alternatives to capping consisting of excavation of contaminated soil and consolidation on-site with similarly contaminated soils, or placement of a protective layer such as asphalt to cap the contaminated soils.

Settlers shall design and implement the remedial actions for contaminated soils in accordance with the following requirements:

(1) Cap design and construction activities shall be in accordance with regulations and/or guidance on cap design for permeable covers as summarized in Attachment A hereto; provided that an alternative permeable cap design including a design using a permeable synthetic fabric and a soil layer less than 30 inches in depth, may be used in all areas of the Site where Settlers demonstrate to EPA and the Commonwealth that the alternative cap design will perform as well as or better than the permeable cap design summarized in Attachment A. The primary factors to be considered by EPA and the Commonwealth in evaluating the performance of an alternative cap design are:

- (a) assurance that direct contact with contaminated soils will be eliminated;
- (b) effects of the freeze/thaw cycle on long term performance;
- (c) effects of erosion on performance;
- (d) durability and long term reliability of the design and its components (e.g. the durability and reliability of any synthetic materials and of any joints in such materials); and
- (e) adequacy of plans and procedures to assure quality control during installation.

Settlers shall propose any alternative cap design no later than thirty (30) days after the entry of this Consent Decree. EPA in consultation with the Commonwealth shall complete its evaluation of the general adequacy of any alternative cap design as soon as practicable after Settlers have provided information that EPA in consultation with the

Commonwealth deems sufficient for assessment of the above factors, and in no event later than one hundred eighty (180) days after the entry of this Consent Decree. EPA in consultation with the Commonwealth may reject any alternative cap design for failure to achieve the specified performance factors or for lack of sufficient information upon which to base a decision. After having given general approval of the use of any alternative cap design in the Site, EPA in consultation with the Commonwealth may disapprove the use of the alternative design at specific locations based on location-specific performance factors.

(2) Site grading and cap installation shall be in accordance with good engineering practices and consistent with 40 CFR § 264.303(a).

(3) Site grading and capping activities in or affecting floodplains shall be consistent with Executive Order 11988 § 2(a)(1); and activities in or affecting wetlands shall be consistent with Executive Order 11990 § 2(a)(2).

(4) Survey of the Site shall be conducted consistent with 40 CFR §§ 264.309 and 264.116 and sufficient to implement Section XIV.B.(2) of the Consent Decree.

(5) Closure performance standards and certification shall be consistent with 40 CFR § 264.111 (a) and (b).

(6) Site security shall be provided consistent with 40

CFR § 264.14 and in accordance with any site security requirements developed pursuant to Attachment B.

(7) Post-closure care and use of the property and monitoring shall be consistent with 40 CFR §§ 264.117, 264.310(b)(1), (3), (4) and (5) and any additional requirements developed pursuant and Attachment B.

(8) Air monitoring shall be conducted in accordance with requirements defined during the Remedial Design.

3. Contaminated Sediments and Sludges

For areas where Hazardous Substances above action levels are in direct contact with wetlands or surface water bodies or abutting such wetlands or surface water bodies, Settlers shall use the appropriate action listed below to eliminate the actual or potential adverse impact resulting from the contact of Hazardous Substances with such wetlands or surface water bodies.

First, for all wetlands (including the Chromium Lagoons, the general location of which is shown on Attachment F), drainage streams, ditches, and ponds where there are no odor-emitting Hazardous Substances (e.g. hide wastes), Settlers shall dredge the Hazardous Substances or remove them by another method shown to be environmentally protective and approved by EPA in consultation with the Commonwealth under this Consent Decree. Hazardous Substances removed from such areas shall be consolidated in other areas of the Site which contain such Hazardous Substances and which will be covered as part of the

approved remedial action. Settlers shall design the protective cover abutting wetlands, streams, ditches and ponds, and shall use excavation/consolidation only as necessary, to maintain the existing contours of the water body and to accommodate the increased erosion potential in such areas.

For man-made drainage swales, Settlers may propose culverting to cover the sediment as an alternative to removal of the sediment. Settlers shall demonstrate the acceptability of such an alternative during Remedial Design.

Second, for wetland areas or surface water sediments containing hide materials that have the potential for odor release, Settlers shall cover the deposits in-situ, minimizing to the extent practicable the impact on the wetlands. The general locations of hide materials, as far as is currently known, are shown on Attachment F.

The following additional requirements shall apply to the remedial actions for contaminated sediments and sludges:

(1) Bulkheading and capping activities associated with odor emitting Hazardous Substances (e.g. hide wastes) in direct contact with surface waters and wetlands including, but not limited to, such portions of the East and West Hide Piles, shall be consistent with the technical requirements of subparts B.2.(1-8) above.

(2) Excavation (dredging) and on-site consolidation and capping of other Hazardous Substances (e.g. metals) in direct contact with surface waters and wetlands including,

but not limited to, areas of the pond between the East and West Hide Piles, the discharge stream for that pond, the drainage ditch paralleling New Boston Street and the drainage swale adjacent to the Chromium Lagoons, shall be consistent with subparts B.2.(1-8) above and the following requirements:

(a) National Ambient Water Quality Criteria and the Massachusetts Water Quality Standards for the Hazardous Substances present at the Site;

(b) NPDES technical requirements as codified in 40 CFR Part 122, relative to dewatering, treatment and discharge of pond and surface drainage waters from controlled (e.g. bulkheaded) work areas and sediment dewatering activities; and

(c) restoration of the wetlands consistent with 40 CFR Part 6, Appendix A, § 6(a)(5).

C. AIR REMEDY FOR THE EAST HIDE PILE

The remedial action for control of air emissions is intended to mitigate the release or threat of release of Hazardous Substances, including odors associated with decaying hide waste, in the East Hide Pile. The general location of the East Hide Pile is shown on Attachment F.

The remedial action shall consist of stabilizing the side slopes of the East Hide Pile, installing a gas collection layer, capping with a synthetic membrane to establish impermeability,

and soil cover in accordance with Attachment A, and treating gaseous emissions with either activated carbon or thermal oxidation. EPA in consultation with the Commonwealth will approve the final decision as to which gas treatment system to install after the impermeable cover and gas collection system have been constructed and the pile allowed to reach equilibrium. Settlers shall operate a temporary gas treatment system and shall monitor gas generation and pile settlement until the pile has reached equilibrium. The final decision regarding the permanent gas treatment system will be to provide the most efficient and cost effective long-term remedy to the emission of odors and other Hazardous Substances based on the characteristics of the gaseous discharge and other engineering criteria established during the Remedial Design process. EPA in consultation with the Commonwealth will specify the final treatment decision in a subsequent document.

The following additional requirements shall apply to the air remedy:

(1) technical requirements and standards of the Clean Air Act (CAA) and Massachusetts Regulations for the Control of Air Pollution 310 CMR 7.00 and especially 7.09 as mandated by Mass G. L. c. 111, §§ 142B and 142D;

(2) technical requirements of Section 404(b)(1) of the Clean Water Act (CWA), 33 U.S.C. § 1344; and

(3) the requirements of B.2.(1)-(8) above.

D. GROUNDWATER REMEDY

The remedial action for groundwater shall include an interim remedy of pumping and treating "hot spot" areas of groundwater contamination and the concurrent development and implementation of a Groundwater/Surface Water Investigation Plan (GSIP) to evaluate Site-wide groundwater and surface water contamination.

1. Interim Groundwater Remedy

Settlers shall design and implement an interim groundwater remedy that shall consist of several interceptor/recovery wells located to capture the identified plumes of Hazardous Substances (benzene and toluene) migrating in groundwater, construction of a treatment system, and operation and maintenance of these remedial components until the appropriate performance standards are achieved. The general area of groundwater contamination "hot spots" as known in 1984 and the general location of the interceptor wells related to the interim remedy are shown on Attachment G. Settlers shall pretreat recovered groundwater to control odors and to remove dissolved or suspended Hazardous Substances, and shall subject the recovered groundwater to air stripping to remove volatile Hazardous Substances. Settlers shall during Remedial Design identify appropriate performance standards for groundwater and effluent water quality and shall submit these proposed performance standards to EPA and the Commonwealth for review and approval. The treated effluent shall

be discharged via a subsurface leaching pit to be located on-Site in an upgradient portion of the aquifer.

Settlers shall consider the following requirements in the design of the interim groundwater remedy:

- (1) post closure care and groundwater monitoring consistent with 40 CFR Part 264, Subpart F;
- (2) technical requirements and standards of the Safe Drinking Water Act, 40 CFR Parts 141 and 142;
- (3) EPA's Groundwater Protection Strategy guidelines;
- (4) requirements of Section 303 of the Clean Water Act and the National Ambient Water Quality Criteria for benzene, toluene and any other Hazardous Substances contained in the plumes addressed by the interim remedy;
- (5) requirements of the National Pollutants Discharge Elimination System, CWA Sections 402(a)(1)-(3); and
- (6) requirements, standards and the unit risk guidelines of the Clean Air Act.

2. Groundwater/Surface Water Investigation Plan (GSIP)

Settlers shall develop and implement the GSIP as part of the Remedial Design. The GSIP shall fulfill the requirements and objectives of a Remedial Investigation, and will be incorporated into a Multiple Source Ground Water Response Plan (MSGWRP) leading to selection of a final remedy for area wide groundwater and surface water contamination. Settlers shall conduct the GSIP in accordance with the scope of work in Attachment H.

E. REMEDIAL DESIGN

The remedial design process shall consist of a pre-design phase and a remedial design phase. Settlers shall prepare separate work plans for each phase and shall submit them to EPA and the Commonwealth for review and approval. The Pre-Design Work Plan and the Remedial Design Work Plan shall address, at a minimum, the items included below in subparts 2 and 4 below, respectively.

1. Initial Remedial Steps

a. Within fifteen (15) days following the entry of this Consent Decree, Settlers shall complete an inspection of the existing Site security fence and within thirty (30) days following such site inspection shall implement all fence repairs necessary to prevent unauthorized entry to the fenced portions of the Site. Settlers shall be responsible for maintenance of this fence and any other necessary security fencing on all areas of the Site until certification of completion of the Remedial Action. Settlers shall thereafter be responsible for maintenance of appropriate portions of the Site security fencing as provided for in the Operation and Maintenance Plan to be developed pursuant to section E.4.a.(6) below.

b. Within fifteen (15) days after entry of this Consent Decree, Settlers shall submit to EPA and the Commonwealth for approval the names and qualifications of the contractors from whom the Settlers will solicit bids to perform the remedial

design tasks set forth in this RD/RA plan (i.e. Settlers' short list of bidders).

c. Within ninety (90) days after Settlers receive notification of EPA approval of the remedial design short list of bidders, Settlers shall notify EPA and the Commonwealth of the name of the selected contractor and shall submit to EPA and the Commonwealth a letter of acceptance from the contractor.

2. Pre-Design Work Plan

a. Within sixty (60) days after EPA receives the name of the selected remedial design contractor, Settlers shall submit a Pre-Design Work Plan to EPA and the Commonwealth for review and approval. The Pre-Design Work Plan shall specify and describe all tasks and investigations to be undertaken to facilitate the Remedial Design, and to ensure the effectiveness of the Work. The Pre-Design Work Plan shall include at a minimum the items specified in (1) through (3) below:

(1) A Project Operations Plan (POP) consistent with Attachment C, prepared in support of all field work to be conducted under this Consent Decree, which POP shall include the following:

(a) a site-specific health and safety plan
(Attachment C, Part A);

(b) a quality assurance/quality control plan
(Attachment C, Part B);

(c) a detailed sampling and analytical plan
(Attachment C, Part C);

(2) A detailed description of the investigations required in the ROD and necessary for the design and implementation of the above-specified remedial actions. This description shall include for each investigation a statement of purpose and objectives, identification of the specific activities necessary to conduct the investigation, and a timetable for performance of the activities including submittal of study reports. This description shall encompass, at a minimum, the investigations specified in items (a) through (h) below:

(a) An investigation to define, by soil borings and test pits, the horizontal and vertical extent of hazardous substances within the developed areas and, to the extent existing data is inadequate, all other areas of the Site. The objective of the study shall be to accurately define those portions of the Site containing Hazardous Substances at or above the established action levels and those portions containing Hazardous Substances below the action levels but above background levels. Data from these studies will be used to determine the appropriate remedial actions consistent with available options set forth in Section B of this Appendix for areas of the property currently used as part of or necessary to the business operating on the property as well as undeveloped areas. In taking samples for this investigation, Settlers will not be required to drill through or otherwise penetrate existing structures or pavement. Included in this Site investigation shall be additional soil borings and test pits on the Boston Edison Right of Way Number 9 which extends to Commerce Way. The general area of concern relative to this study is outlined on Attachment G. This area is included within the definition of the Site and is approximately outlined on Attachment E as "Area A."

(b) An investigation including additional soil borings and monitoring wells in the vicinity of the East and West Hide Pile. This additional effort is intended to identify the requirements necessary to establish a firm base at the toes of the East and West Hide Piles to minimize the possibility of the slope

failure. This additional information is to be used to ensure that impacts to the wetlands are kept to an absolute minimum. The installation of the monitoring network shall be designed to provide a ground water quality and soil condition data base and to allow for post-closure monitoring in areas of the East and West Hide Pile adjacent to the wetlands.

(c) An investigation to define the horizontal and vertical extent of sediments contaminated with Hazardous Substances in the site ponds and surface water drainage areas (e.g. streams, ditches, swales) and to establish the area and depth of dredging necessary to provide adequate protection of public health and the environment.

(d) A baseline investigation to establish an effective air monitoring program and to determine acceptable on-site and off-site air quality standards for hazardous volatile compounds and/or other odorous compounds and dust relative to planned grading, consolidation, excavation, dredging, groundwater treatment and capping activities.

(e) Treatability studies for site surface waters to be treated prior to discharge to ground water or to surface waters beyond the limits of dredging.

(f) An investigation to evaluate sources of cap materials for their ability to meet technical design requirements as specified in this Consent Decree or otherwise approved by EPA and the Commonwealth.

(g) Investigations to more accurately characterize the "hot spot" areas of benzene and toluene contamination, to assess the treatability of groundwater, and to provide data to be used in the development of operating parameters such as pumping rates, interceptor well locations, recharge area location and period of system performance. Included in these groundwater investigations shall be Settlers proposed performance standards for effluent water quality.

(3) A detailed description of a comprehensive Site monitoring program. This comprehensive monitoring program shall encompass all air, groundwater, surface water and soil monitoring required throughout the Remedial Design and

Remedial Action. Note that monitoring to be conducted after completion of the Remedial Action shall be included in the Operation and Maintenance program set forth in part 4.a. below. The comprehensive monitoring program shall include monitoring to be conducted, at a minimum, for the following purposes:

(a) to assure compliance with the health and safety plan developed pursuant to this RD/AP;

(b) to provide data to assist in the development of the temporary gas treatment system to be operated at the East Hide Pile;

(c) to monitor the operation of the temporary gas treatment system and provide sufficient data to characterize the emissions and design the final gas treatment system;

(d) to monitor the rate of settling of the East Hide Pile and to determine when equilibrium within the pile has been reached; and

(e) to monitor the performance of the interim groundwater remedy and to determine when the approved performance standards for the "hot spots" have been reached.

3. Implementation of the Pre-Design Work Plan

Within thirty (30) days after Settlers receive the Pre-Design Work Plan as approved, amended or developed by EPA in consultation with the Commonwealth, Settlers shall commence implementation of the activities set forth therein in accordance with the specified timetables.

4. Remedial Design Work Plan

a. Within seventy-five (75) days after EPA in consultation with the Commonwealth approves the Pre-Design Work Plan Settlers shall submit a Remedial Design Work Plan to EPA and the Commonwealth for review and approval. The Remedial Design Work Plan shall set forth all activities to be undertaken in connection with the design of the Remedial Action, and shall include a proposed timetable for completion of the design process. The Remedial Design shall include at a minimum the activities set forth in the following items (1) through (7):

(1) An evaluation of the feasibility of initiating remedial activities for distinct, separable, remedial actions, e.g., the interim groundwater remedy or the air remedy, consistent with this RD/AP but ahead of the schedule for design activities for other elements of the work.

(2) Development of detailed design plans and specifications for the above specified remedies in accordance with the design and construction requirements of 40 CFR § 264.310 and the performance standards of 40 CFR § 264.111;

(3) Submission of design plans to EPA and the Commonwealth for review and approval, at four stages during their development as indicated in items (a) through (d) below:

(a) preliminary design addressing approximately 30% of the total design. The deliverables for this 30 design submission will be specified in the Remedial Design Work Plan.

(b) intermediate design addressing approximately 60% of the total design. The deliverables for this 60% design submission will be specified in the Remedial Design Work Plan.

(c) pre-final design addressing 95% of the total designs which shall include, at a minimum:

- i. corrected design prints and calculations with written comments to define corrections and/or additions made to the 60% design plans;
- ii. plans, specifications and calculations equivalent to 95% of the overall design;
- iii. initial draft Operation and Maintenance Plan consistent with section E.4.a(5) below;
- iv. preliminary bid documents; and
- v. a summary of the experience and qualifications of invited bidders.

(d) a final design addressing 100% of the total design for each site area remedy which shall include:

- i. final plans and specifications in reproducible format;
- ii. final bid documents;
- iii. an Operation and Maintenance Plan consistent with section E.4.a(6) below.

(4) Submission with the preliminary (30%) design, a statement of all applicable or relevant and appropriate State standards and Federal requirements, including the substantive technical standards and requirements necessary to obtain, but not actually obtaining, State and Federal permits as they relate to the specific circumstances and response activities at this Site, including, but not limited to, standards or requirements under the following:

(a) Resource Conservation and Recovery Act (RCRA) and regulations as codified in 40 CFR, Part 264, Subpart B, F, G and N;

(b) Clean Water Act (CWA);

(c) Clean Air Act;

(d) Safe Drinking Water Act;

(e) Executive Orders 11988 (Floodplain) and 11990 (Wetlands), and Guidance outlined under 40 CFR Part 6, Appendix A;

(f) Statutes regarding waterways including Mass. G.L. c. 91, § 3, 15, 17, 18, 19A and 23 and regulations thereunder;

(g) Massachusetts Clean Water Act, Mass. G.L. c. 21, § 42 and Regulations thereunder;

(h) Massachusetts Clean Air Act, Mass. G.L. c. 111, § 142A through 142J and Regulations thereunder;

(i) Massachusetts Wetlands Protection Act, Mass. G.L. c. 131, § 40 and Regulations thereunder; and

(j) State and Federal requirements that apply to the Institutional Controls set forth in Attachment B.

(5) The analysis of the conformance of the design with applicable and relevant and appropriate public health and environmental requirements along with supporting documentation of that analysis shall be provided in draft with the pre-final design submittal. The final design submittal shall include the final analysis and supporting documentation plus the response to the comments of the Agencies on the draft.

(6) Development of an Operation and Maintenance Plan that shall ensure the long-term, continued effectiveness of the remedial action and that shall include:

(a) a cost estimate for post-closure care consistent with 40 CFR § 264.144;

(b) establishment of a financial assurance mechanism for post-closure care consistent with 40 CFR § 264.145;

(c) a post-closure care inspection schedule and provisions for implementing the following activities for a minimum of at least thirty (30) years as provided in 40 CFR § 264.117(a)(1) and (2), subject to extension of the post-closure care period as provided by 40 CFR § 264.117(b):

- i. maintenance of the integrity and effectiveness of the final cap, including making repairs to the cap as necessary to correct the effects of settling, subsidence, erosion, or other events including those events controlled by the requirements imposed by institutional controls as set forth in Attachment B;
- ii. protection and maintenance of surveyed benchmarks and site security measures;
- iii. surface water quality monitoring on the site in the ponds and drainage features, (e.g. streams, ditches and swales), at locations to be defined during remedial design;
- iv. a monitoring program to ensure compliance with applicable State standards and Federal requirements;
- v. operation and maintenance of the East Hide Pile odor control system; and
- vi. a schedule for completion of each activity.

5. Implementation of the Remedial Design Work Plan

Within ten (10) days after receipt of the Remedial Design Work Plan as approved, amended, or developed by EPA in consultation with the Commonwealth, Settlers shall initiate performance of the activities set forth therein in accordance with the specified timetables and shall submit to EPA and the

Commonwealth for review and approval each of the items described in the Remedial Design Work Plan, including, but not limited to, each of the items specified in section E.4 above.

F. REMEDIAL ACTION

1. Remedial Action Contractor

a. Within one hundred twenty (120) days after the date Settlers receive notification by EPA of the approval of the final (100%) Remedial Design for the site remedial actions or distinct remedial action (e.g., Soil, Groundwater or Air remedy) Settlers shall notify EPA and the Commonwealth of the name of the selected remedial action construction contractor and shall submit to EPA and the Commonwealth a letter of acceptance from the contractor.

2. Remedial Action Work Plan

Within sixty (60) days after EPA receives the name of the selected remedial construction contractor, Settlers shall submit to EPA and the Commonwealth for review and approval a Remedial Action Work Plan for implementing the Site remedial actions and associated activities including operation and maintenance consistent with the approved design for each Site area. This Work Plan shall contain:

(1) a description of all activities necessary to implement the Remedial Actions; and

(2) a timetable for the completion of all these activities, which shall also identify major and minor

milestone events in the remedial action process. The schedule of significant events shall be consistent with Attachment D.

3. Implementation of the Remedial Action Work Plan

a. Within sixty (60) days after Settlers receive the Remedial Action Work Plan as approved, amended, or developed by EPA in consultation with the Commonwealth, Settlers shall initiate remedial activities including excavation and construction activities in accordance with the Remedial Action Work Plan and schedules contained therein.

b. During the construction period monthly meetings shall be held between the Settlers, their contractor(s), EPA, the Commonwealth and the oversight contractor regarding progress and details of construction.

c. Within thirty (30) days of notification by Settlers of expected construction completion, EPA in consultation with the Commonwealth shall issue a written notice to Settlers of items necessary for completion of on-Site remedial construction work.

d. Upon construction completion Settlers shall submit to EPA and the Commonwealth a final remedial construction report that includes a certification of completion from a professional engineer registered in the Commonwealth of Massachusetts that work has been completed in compliance with the terms of the remedial design.

e. Within thirty (30) days after Settlers receive EPA approval of the Settlers' certification of completion of construction activities, Settlers shall implement all operation and maintenance activities, according to the terms and schedules set forth in the Operation and Maintenance Plan; provided that following completion of construction, Settlers who are not landowners will not be required to perform or finance normal maintenance of property unless such maintenance results from a defect in the remedy. Settlers who are landowners shall finance and perform normal maintenance on their individual properties.

ATTACHMENT A

COVER DESIGNS

Settlers shall observe the following requirements in designing and constructing caps pursuant to this Consent Decree, unless an alternative design providing equivalent performance has been approved by EPA in consultation with the Commonwealth under this Consent Decree.

A. PERMEABLE COVERS

Permeable covers shall be designed and constructed to include at a minimum the following:

(a) A vegetated top layer which shall be:

- (1) of a minimum thickness of six (6) inches;
- (2) capable of supporting vegetation that minimizes erosion and minimizes continued maintenance;
- (3) planted with a persistent species with roots that will not penetrate into the contaminated soil;
- (4) designed and constructed with a top slope of between three (3) and five (5) percent after settling and subsidence or, if designed and constructed with less than (3) percent, a drainage plan to ensure that ponding of surface water does not occur or, if designed and constructed with a slope of greater than (5) percent, an expected soil loss of less than two (2) tons/acre/year using the USDA universal soil loss equation; and
- (5) designed and constructed with a surface drainage system capable of conducting effective run-off across the cap.

(b) A base layer that shall be:

- (1) of a minimum thickness of twenty four (24) inches of appropriate fill material; and

- (2) designed and constructed to prevent clogging.

B. IMPERMEABLE COVERS

1. Impermeable covers shall be designed and constructed to include at a minimum the following:

(a) A vegetated top layer which shall be:

(1) of a thickness designed to accomodate the maximum depth of root penetration and the rate of anticipated soil loss, but in any event no less than six (6) inches;

(2) capable of supporting vegetation that minimizes erosion and minimizes continued maintenance;

(3) planted with a persistent species with roots that will not penetrate beyond the vegetative and drainage layers;

(4) designed and constructed with a top slope of between three (3) and five (5) percent after settling and subsidence or, if designed and constructed with a slope of greater than five (5) percent, an expected soil loss of less than two (2) tons/acre/year using the USDA universal soil loss equation; and

(5) designed and constructed with a surface drainage system capable of conducting effective run-off across the cap.

(b) A middle drainage layer that shall be:

(1) of a thickness designed to accomodate the expected amount of settling and the maximum volume of water that could enter the drainage layer, but in any event no less than six (6) inches;

(2) consisting of a material whose permeability exceeds 1×10^{-3} cm/sec., i.e. a sand in the SW or SP range of the Unified Soil Classification System or coarser material.

(3) designed and constructed with a bottom slope of at least two (2) percent; and

(4) designed and constructed to prevent clogging.

(c) A bottom impermeable layer consisting of the following:

(1) an impermeable synthetic membrane having a thickness of at least forty (40) mil;

(2) a bedding layer designed to prevent clogging of the underlying gas collection layer and to provide a stable base for overlying layers (The gas collection layer may itself serve as the bedding layer provided that it will support the weight of the cap and will not abrade the synthetic membrane.);

(3) a final upper slope of at least two (2) percent.

2. The thickness of the vegetated top layer and drainage layer combined shall be designed so that the impermeable layer is located wholly below the average depth of frost penetration in the area of interest, unless the Settlers can demonstrate during remedial design that a reduction in the thickness of the overlying layers will not affect the integrity of the synthetic membrane.

C. DESIGN MODIFICATIONS

In limited areas, where appropriate to prevent slope failure, to minimize excavation of hide wastes, or to minimize wetlands infringement, the Settlers may propose modifications to the design requirements of A and B for approval by EPA in consultation with the Commonwealth and may utilize such modifications upon approval.

ATTACHMENT B
INSTITUTIONAL CONTROLS

I. INSTITUTIONAL CONTROLS FOR AREAS OF CONTAMINATION AT OR ABOVE ACTION LEVELS

A. PURPOSE

The paramount purpose of Institutional Controls is the preservation of the continued effectiveness of the remedial actions in order to protect human health and the environment. To the extent that it is feasible to do so consistent with this paramount purpose, EPA and the Commonwealth may approve designs of Institutional Controls that permit the greatest possible use and enjoyment of the Site or parts of the Site.

B. DESCRIPTION OF INSTITUTIONAL CONTROLS

Institutional Controls shall apply to those areas of the Site where the contaminant levels equal or exceed the action levels specified in the ROD. The areas subject to Institutional Controls include areas where contamination above actions levels is present more than thirty inches beneath the surface (i.e. areas that will not be capped). Where Institutional Controls are required, they may provide for defined classes of disturbance or modification, such as major or minor, combined with various categories of governmental notification and approval requirements. Institutional Controls shall also provide for post-closure inspection, care and repair and maintenance of caps or other ground covering structures and features such as roads, parking lots and railroad lines ("Cap Equivalents") that are currently in

existence or will be constructed in the future on individual parcels of property. In designing Institutional Controls Settlers shall consider relevant and appropriate regulations promulgated under the Resource Conservation and Recovery Act (RCRA) and other authorities.

C. DESIGN OF INSTITUTIONAL CONTROLS FOR AREAS OF CONTAMINATION EXCEEDING ACTION LEVELS

As part of the Pre-Design phase, Settlers shall define the areas of the Site where contamination is found in levels equal to or exceeding the action levels (see Appendix I, Part E.2.a(2)(a)). Settlers shall delineate both the areal extent and depth below the surface of contamination that exceeds action levels, as well as the areas of the Site containing significant quantities of hide wastes. Any additional sampling necessary to delineate such areas shall be performed to a depth of at least thirty-six (36) inches beneath the surface but in general need not exceed forty-eight (48) inches beneath the surface unless the results of sampling indicate the presence of an undefined area of contamination above action levels at greater depths. Different Institutional Controls may be developed dependent upon whether an area contains hide wastes, and dependent upon the depth below the surface of the contamination.

Settlers shall design Institutional Controls to include such controls, regulations, and mechanisms as are necessary to address situations resulting from actual or anticipated events or

practices on individual or collective properties within the Site, or resulting from particular geographic or topographic conditions or conditions relating to the presence of structures, infrastructure, or other man-made features on particular properties within the Site. Institutional Controls shall include restrictive covenants which shall run with the land and be binding on all heirs, successors and assigns of the Settlers that own, occupy, or control property at the Site, and which shall benefit and be enforceable by EPA and the Commonwealth. Settlers shall design Institutional Controls to ensure that covenants to comply with Institutional Controls run with the land and are enforceable against future owners or operators of, or others with possessory interests in, the land.

The design of Institutional Controls shall take into account the public interest in assuring that public utility companies and governmental authorities charged with public safety are able to take immediate action to respond to emergencies on the Site, and to take timely action to repair and maintain facilities on the Site, as well as the public interest in minimizing or avoiding any interruption in utility service.

In designing Institutional Controls for those areas of the Site where contamination exceeds the action levels specified in the ROD, Settlers shall consider the following requirements:

- 40 CFR 264.12(c): Required notices.
- 40 CFR 264.14: Security.
- 40 CFR 264.15: General inspection requirements.

- 40 CFR 264.51: Purpose and implementation of contingency plan.
- 40 CFR 264.52(a), (c), (d), (f): Content of contingency plan.
- 40 CFR 264.53: Copies of contingency plan.
- 40 CFR 264.54: Amendment of contingency plan.
- 40 CFR 264.55: Emergency coordinator.
- 40 CFR 264.56(a)(2), (b), (c), (d), (g), (j): Emergency procedures.
- 40 CFR 264.73(a), (b)(4)&(5): Operating record.
- 40 CFR 264.111: Closure performance standard.
- 40 CFR 264.116: Survey plat.
- 40 CFR 264.117: Post-closure care and use of property.
- 40 CFR 264.118: Post-closure plan; amendment of plan.
- 40 CFR 264.119: Post-closure notices.
- 40 CFR 264.309: Surveying and recordkeeping.
- 40 CFR 264.310(b)(1), (4) & (5): Closure and post-closure care.

For the purpose of this Consent Decree, "final cover" as used in 40 CFR § 264.310(b)(1) shall include the caps and all other ground-covering features, and "other events" as used in 40 CFR § 264.310(b)(1) shall include, but not be limited to, the following activities occurring in developed areas of the Site:

1. Activities related to expansion of facilities (e.g., buildings) involving surface and/or subsurface work.
2. Maintenance of facilities (e.g., buildings, foundations).
3. Maintenance, repair, expansion, or development of utilities (e.g., water, electric, gas, sewer services).
4. Maintenance, repair, expansion, or development of public or private access ways such as roads, driveways, parking lots, and pedestrian walkways.
5. Maintenance, repair, expansion, or development of facilities on rights of ways such as rail lines, power transmission lines, or sewer or drain systems.
6. Installation, maintenance, repair, or removal of underground storage facilities such as fuel tanks and waste disposal holding tanks.

7. Emergency situations requiring response by government agencies, property owners, or operators of facilities (such as electric transmission lines and pipelines).

As part of the design of Institutional Controls, Settlers shall design for approval by EPA and the Commonwealth a plan and schedule for the Inauguration of Institutional Controls (as defined in Section III.K of this Consent Decree). The procedures and schedules by which the Institutional Controls, as approved, amended, or developed by EPA and the Commonwealth, will be administered, implemented, and complied with following Inauguration, shall be specified in the Operation and Maintenance Plan developed under this Consent Decree.

D. DISTURBANCE OR MODIFICATION OF THE REMEDIAL MEASURES

1. Definition of Disturbances or Modifications

During the Remedial Design phase, Settlers shall identify those types of actions involving disturbance or modification of the caps, Cap Equivalents, or soil that are likely to affect the continued effectiveness of the Remedial Action. Settlers may also define classes of disturbance or modification, dependent upon the size of the area affected, the potential for exposure to contaminants, or other factors.

2. Authorization for Disturbance or Modification

The Institutional Controls shall contain a mechanism or mechanisms for authorization by EPA and the Commonwealth of disturbances or modifications of the caps, Cap Equivalents, or soil. The mechanism(s) shall require the landowner or other person proposing the disturbance or modification to satisfy EPA and the Commonwealth that the proposed action will ensure the continued effectiveness of the Remedial Action and the protection of human health and the environment. The general authorization mechanism(s) shall contain the following requirements:

- a. that the person proposing the disturbance or modification provide advance notification to EPA and the Commonwealth of the planned disturbance or modification. This advance notification shall include appropriate plans, specifications, schedules, documents, or other information necessary to enable EPA and the Commonwealth to determine whether the proposed action, as well as all construction or other activities undertaken to implement the proposed action, will ensure the continued effectiveness of the Remedial Action and protection of human health and the environment;
- b. that the person proposing the disturbance or modification bear the burden of proof with respect to the determination described in the preceding paragraph;
- c. that EPA or its designee and the Commonwealth have the authority to approve or disapprove the proposed action, or to condition approval upon modification of the proposed action;
- d. that the proposed action be implemented only in accordance with the plans, specifications, or other documents approved or approved as modified by EPA or its designee and the Commonwealth in accordance with the preceding paragraph; and
- e. that the person proposing the disturbance or modification demonstrate financial ability to complete the

proposed action in accordance with the approved plans, specifications, or other documents.

However, dependent upon the type or circumstances of the disturbance or modification, categorical exceptions, exceptions conditioned upon compliance with standard procedures, or other streamlined procedures may be proposed for approval by EPA and the Commonwealth.

If EPA or the Commonwealth disapproves or conditionally approves a proposed action, EPA or the Commonwealth as appropriate will provide a written explanation for its action.

II. INSTITUTIONAL CONTROLS FOR AREAS OF CONTAMINATION BELOW ACTION LEVELS

For all areas of the Site where metals contamination (arsenic, lead, and/or chromium) is below the action levels specified in the Record of Decision, the Institutional Controls shall require prior written notice to the Commonwealth before soils are disturbed, moved, or excavated at the Site. The notice shall describe the nature and location of such disturbance, movement, or excavation, as well as the nature, location, and method of disposal of all excavated soils. This notice requirement shall apply only to a disturbance, movement or excavation of a volume of soil which exceeds an amount to be defined during Remedial Design.

During Remedial Design, Settlers other than the Mark-Phillip Trust may propose one or more areas to be used as a consolidation

area (the "Consolidation Area"), which shall be the only location(s) on the Site (other than the area of excavation) for the disposal of soils excavated from the Site which contain metals contamination below the action levels specified in the Record of Decision. The area proposed for use as the Consolidation Area shall not be an area in which such use would (1) increase the potential for migration of Hazardous Substances from the proposed area, (2) increase the likelihood of human exposure to Hazardous Substances, or (3) adversely affect the design, construction, continued effectiveness, or operation and maintenance of the Work. The selection and location(s) of the Consolidation Area are subject to approval by EPA and the Commonwealth during Remedial Design. In proposing the Consolidation Area, Settlers other than the Mark-Phillip Trust shall propose a plan for the closure of said area for approval by EPA and the Commonwealth. EPA and the Commonwealth may place additional conditions on the use of the area(s) selected as the Consolidation Area. Once the Consolidation Area is approved, any soils excavated from the Site shall remain at the site of excavation unless they are relocated to the Consolidation Area as provided herein or unless the Commonwealth otherwise approves in writing. The soils placed in the Consolidation Area may not be removed without the prior written approval of the Commonwealth.

Soils excavated from the Site containing metals contamination below the action levels specified in the Record of

Decision are the only materials that may be disposed of in the Consolidation Area. The Consolidation Area may not be used for the disposal of other materials, including without limitation hides or hide components in other than a de minimis amount or that emit odors, construction and demolition debris and other solid waste. To prevent such improper disposal, the Consolidation Area shall be adequately secured. Such security should also be adequate to prevent public access to the Consolidation Area.

During Remedial Design, EPA and DEQE shall determine the maximum capacity of the Consolidation Area. If the maximum capacity of the Consolidation Area is reached, all soils at the Site containing metals contamination below the action levels specified in the Record of Decision which are excavated thereafter shall remain at the site of excavation or be disposed of by a method and at a location which are subject to the prior written approval of the Commonwealth. Closure of the Consolidation Area shall take place not later than seven years after certification of completion of the Remedial Action or within ninety days after the date the maximum capacity of the Consolidation Area is reached, whichever comes first.

In the event that EPA or the Commonwealth determines that soils placed in the Consolidation Area present (1) an increased potential for migration of Hazardous Substances from the Consolidation Area, (2) a material increase in the risk of human

exposure to Hazardous Substances, or (3) an adverse effect upon the design, construction, continued effectiveness, or operation and maintenance of the Work, Settlers other than the Mark-Phillip Trust shall take appropriate actions to eliminate this increased potential for migration, material increase in the risk of human exposure to Hazardous Substances, and/or the adverse effect on the Work. In addition, all disposal in the Consolidation Area shall cease unless and until the Commonwealth, in consultation with EPA, determines that the increased potential for migration, material increase in the risk of human exposure to Hazardous Substances, and/or the adverse effects on the Work no longer exist and the placement of additional soils in the Consolidation Area will not materially increase the potential for migration, risk of human exposure to Hazardous Substances or adversely affect any aspect of the Work.

The requirements set forth in this part II shall be the only Institutional Controls applicable to areas of the Site where metals contamination is below the action levels specified in the Record of Decision.

ATTACHMENT C
PROJECT OPERATIONS PLAN

The Project Operation Plan (POP) shall be designed to ensure that all remedial activities under this Consent Decree will be conducted in accordance with the applicable requirements of the National Contingency Plan (NCP), 40 CFR Part 300, and the guidelines of the EPA Remedial Investigation (RI) and Feasibility Study (FS) guidance documents and Data Quality Objectives (OSWER Directive 9355.0-7A, Oct. 17, 1986). Should there be any inconsistencies between the NCP and the EPA guidance documents, the NCP shall control. The POP shall be based on the regulations and EPA guidance in effect on the date of entry of this Consent Decree. The POP shall include an overall site specific Health and Safety Plan, a Quality Assurance/ Quality Control Plan, and a Sampling and Analytical Plan. Settlers shall conduct all work under this Consent Decree in accordance with the POP as approved, amended or developed by EPA in consultation with the Commonwealth. The specific requirements of these plans are outlined in Parts A, B, and C below.

A. SITE SPECIFIC HEALTH AND SAFETY PLAN

1. A site specific Health and Safety Plan (HSP) shall be prepared to address potential hazards to the field remedial team and the surrounding community potentially impacted by site activities. This plan shall be consistent with the applicable guidelines of EPA's Health and Safety Planning for Remedial

Investigations, Guidance on Remedial Investigations under CERCLA, (EPA/540/G-85/002, June 1985,) and the requirements of the Occupational Safety and Health Administration (OSHA) Guidelines for Hazardous Waste Operations and Emergency Response Activities (interim final rule, 29 CFR Part 1910 as amended, Federal Register Vol. 51, No. 244, Dec. 19, 1986).

The HSP shall be adequate to assure the safety of the field team and the industrial/commercial and residential communities during all activities conducted pursuant to the Consent Decree. Contingency plans shall be developed to address situations which may likely impact the off-site communities.

2. The Health and Safety Plan shall address at a minimum the following items:

- a. personal protective equipment requirements;
- b. on-site monitoring equipment requirements;
- c. safe working procedures specifications;
- d. equipment decontamination procedures;
- e. personnel decontamination procedures; and
- f. special and emergency procedures including contingency plans.

B. PROJECT ACTIVITIES QUALITY ASSURANCE/QUALITY CONTROL PLAN

A Quality Assurance/Quality Control (QA/QC) Plan shall be prepared to specify the procedures to be used in all sampling and analyses, and reporting performed pursuant to the Consent Decree. The QA/QC plan shall be prepared in accordance with the EPA guidance document QAMS-005/80 and Data Quality Objectives guidance documents EPA/540/G-87/003 and 004 (March 1987). At a minimum the following topics shall be addressed in the QA/QC Plan:

1. quality assurance objectives for measurement data, stated in terms of precision, accuracy, completeness, representativeness, correctness, and comparability;
2. sampling procedures;
3. sample chain-of-custody procedures;
4. field and analytical equipment, calibration procedures, references, and frequency;
5. internal quality control checks and frequency;
6. quality assurance performance audits, system audits, and frequency of implementation and non-conformance reports;
7. quality assurance reports;
8. preventive maintenance procedures and schedule;
9. specific data validation procedures to be used to assess routinely data precision, representativeness, comparability, accuracy, and completeness of specific measurement parameters involved; and

10. procedures for corrective actions.

C. SAMPLING AND ANALYTICAL PLAN

The sampling and analytical plan shall specify the procedures to be followed for all samples to be taken pursuant to this Consent Decree and at a minimum shall address the following:

1. objectives of the sampling effort;
2. type, location, rationale and construction specifications for placement of existing and proposed monitoring wells, well screens and borings; and type, location and rationale for soil, sediment and surface water sampling locations;
3. type, quantity, frequency, and location of samples to be collected;
4. sampling methods to be used including well sampling and evaluation procedures, split spoon sampling, sampling preservation techniques, equipment needs, and equipment cleaning and decontamination procedures, and field support requirements;
5. sample shipping and chain-of-custody procedures;
6. type of analysis to be run on each sample including referencing appropriate EPA approved/specified analytical methods; and
7. a discussion of chemical constituents of interest and historical ranges of concentrations based on available data.

ATTACHMENT D
PROJECT SCHEDULE AND
REMEDIAL DESIGN/ACTION MILESTONES

A. INTRODUCTION AND PURPOSE

It is the purpose of this Attachment to specify major and minor milestones for purposes of Paragraphs XIX and XXI of the Consent Decree as well as to specify other scheduled events in the remedial design/action process.

B. SCHEDULE AND MILESTONES

With respect to the events set listed below, those marked with the designator "(M)" are major milestones and those marked with the designator "(m m)" are minor milestones for purposes of sections XIX and XXI of the Consent Decree.

1. Pre-design

- (a) Completion of inspection of Site security fence. (m m)

Due Date: Fifteen (15) days after entry of the Consent Decree.

- (b) Implement repairs to Site security fence. (m m)

Due Date: Within thirty (30) days after completion of security fence inspection.

- (c) Settlers will propose alternative cap design.

Due Date: Within thirty (30) days after entry of this Consent Decree.

- (d) Submission of the name and qualifications of the proposed Remedial Design short list of bidders. (m m)

Due Date: Within fifteen (15) days of the effective date of this Consent Decree.

(e) EPA will notify Settlers of approval or disapproval of the proposed Remedial Design short list of bidders.

Expected Date: Within fifteen (15) days after EPA and the Commonwealth receive the names and qualifications of the proposed contractors.

(f) EPA will notify Settlers of approval or disapproval of alternative cap design.

Due Date: Within one hundred eighty (180) days after entry of the Consent Decree.

(g) Submission of the name of the selected Remedial Design contractor. (m m)

Due Date: Within ninety (90) days after receipt of EPA approval of the remedial design short list of bidders.

(h) Submission of the Pre-Design Work Plan consistent with Appendix I, Part E.2. (M)

Due Date: Within sixty (60) days after the date EPA receives notification of the selected remedial design contractor.

(i) EPA will notify Settlers of approval or disapproval of the Pre-Design Work Plan submitted by the Settlers.

Expected Date: Within twenty-one (21) days after EPA receives Settlers' submitted plan.

(j) Commence field activities related to additional studies consistent with the approved Pre-Design Work Plan referred to above. (m m)

Start Date: Within thirty (30) after receipt of EPA approval of the Pre-Design Work Plan.

(k) Submission of Remedial Design Work Plan consistent with Appendix I Part E.4. (M)

Due Date: Within seventy five (75) days after receipt of EPA approval of the Pre-Design Work Plan.

(l) EPA will notify Settlers of approval or disapproval of the Remedial Design Work Plan submitted by the Settlers.

Expected Date: Within forty-five (45) days after EPA

receives the Generator's submitted plan.

(m) Submission of the reports describing the additional studies and results of those studies. (m m)

Due Date: Within a certain number of days to be specified by EPA, as part of EPA and Commonwealth approval of the Pre-Design Work Plan.

2. Design

(a) Settlers commence Remedial Design activities pursuant to approved Remedial Design Work Plan. (m m)

Start Date: Within ten (10) days after receipt of the approved Remedial Design Work Plan.

(b) Submission of the deliverables for the 30%, 60%, and 95% design documents in accordance with Appendix I Part E.4.a.(2)(a)-(c).

Due Date: At the time specified by EPA as part of EPA and Commonwealth approval of the Remedial Design Work Plan.

(c) Submission of the final 100% design documents consistent with Appendix I Part E.4.a.(2)(d) and the approved Remedial Design Work Plan. (M)

Due Date: At the time specified by EPA as part of EPA and Commonwealth approval of the intermediate design documents.

3. Remedial Action

(a) Submission of the name of the selected Remedial Action contractor. (m m)

Due Date: Within one hundred twenty (120) days after receipt of EPA approval of the final Remedial Design.

(b) Submission of the Remedial Action Work Plan. (M)

Due Date: Within sixty (60) days after EPA receives the notification of the selected Remedial Action contractor.

(c) Initiate site remedial activities in accordance with the Remedial Action Work Plan and schedules contained therein.

(m m)

Due Date: Within sixty (60) days after receipt of EPA approval of the Remedial Action Work Plan.

(d) Specific Remedial Action milestones, not to exceed six, will be established by EPA in consultation with the Commonwealth based on the activities and timetable proposed in the Remedial Action Work Plan. (all m m)

(e) Completion of all construction. (M)

Due Date: At the time specified in the Remedial Action Work Plan approved by EPA.

(f) Submission of notification by Settlers of expected completion.

Due Date: Upon completion of construction.

(g) EPA notifies Settlers of items necessary for completion of on-site construction work.

Expected Date: Within thirty (30) days after receipt of notification of expected completion.

(h) Performance of items necessary for completion. (M)

Due Date: At a time specified by EPA in EPA's notice of items necessary for completion.

(i) Settlers shall submit final remedial construction report. (M)

Due Date: At a time specified by EPA in EPA's notice of items necessary for completion.

4. GSIP

(a) Submission of the GSIP Work Plan consistent with Attachment H. (m m)

Due Date: Sixty (60) days after EPA receives the name of the selected remedial design contractor.

(b) Commence field activities related to the GSIP consistent with the approved GSIP Work Plan referred to above. (m m)

Start Date: Within a certain number of days to be

specified by EPA, as part of EPA and Commonwealth approval of the GSIP Work Plan.

(c) Submission of the reports describing the GSIP and the investigation results. (m m)

Due Date: Within a certain number of days to be specified by EPA, as part of EPA and Commonwealth approval of the GSIP Work Plan.

C. CREDIT FOR EARLY COMPLETION OF MILESTONE ITEMS

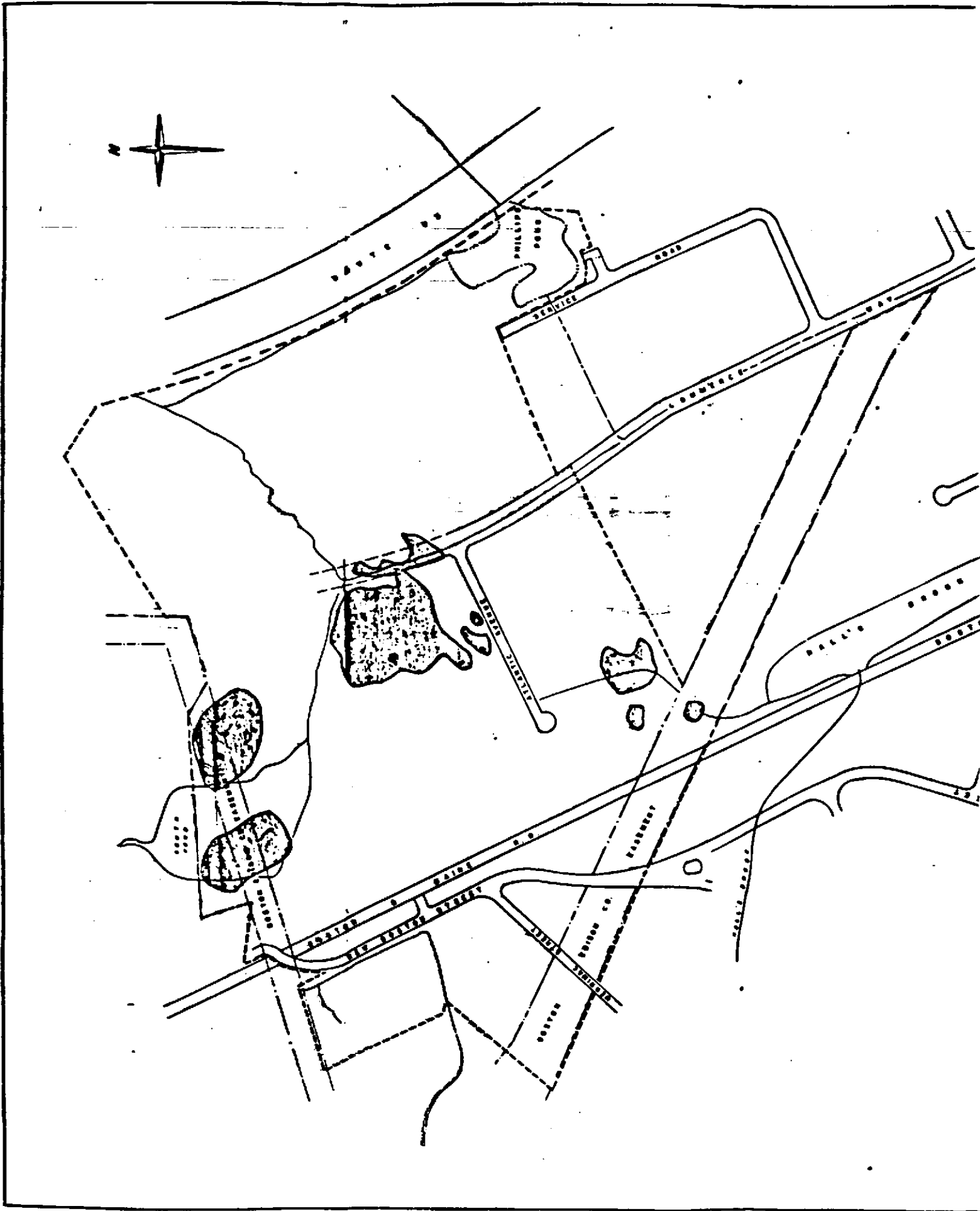
In the event that Settlers complete a minor milestone (m m) item earlier than the scheduled date of completion, they may to the extent provided in this section accumulate the number of days that the milestone was completed early and apply such days as credit to extend the time permitted to achieve subsequent minor milestones. This provision applies only to items specified above to be minor milestones (those designated "m m"). The following procedures and restrictions shall apply:

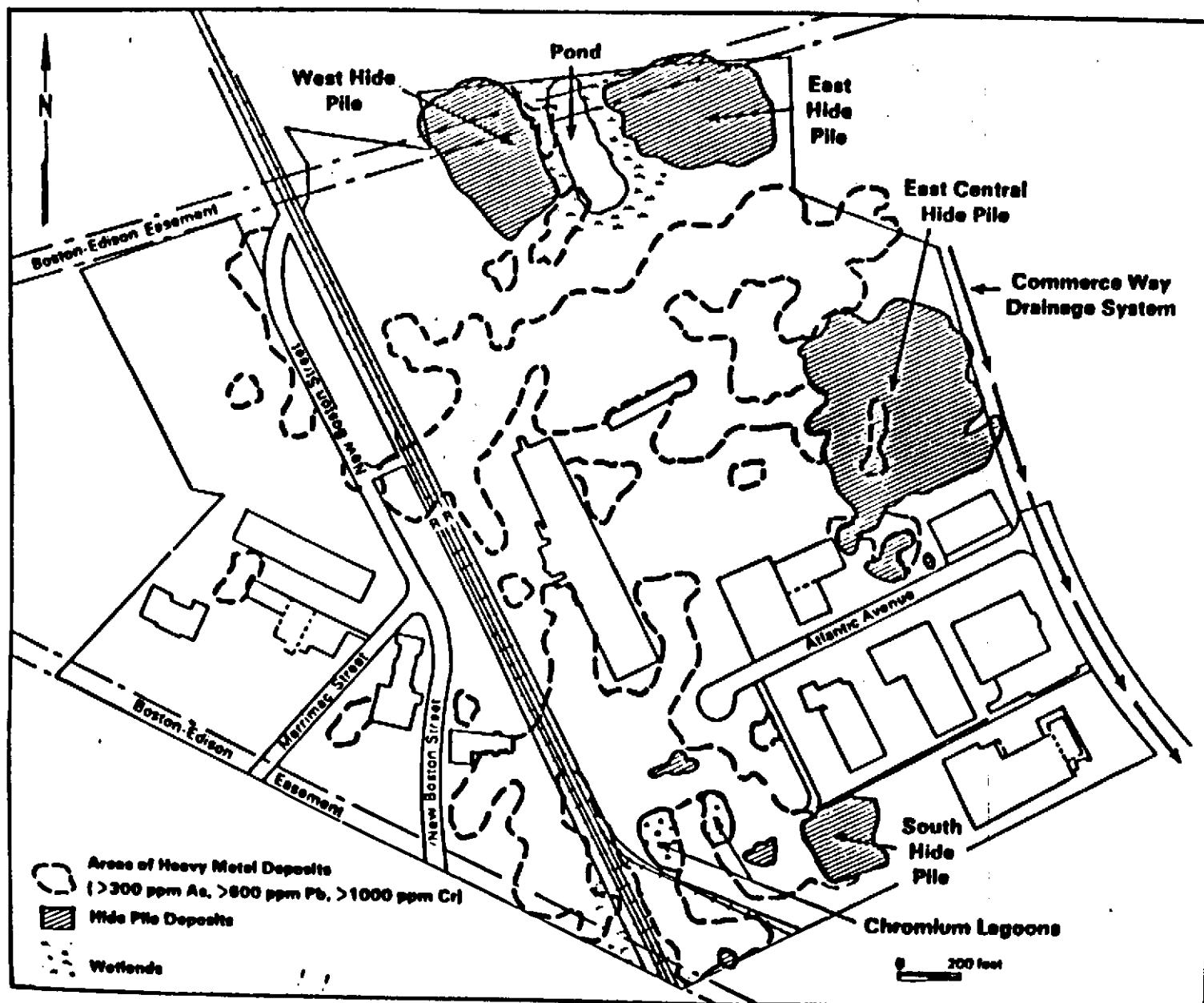
1. Settlers may take credit for no more than ten days of early completion for each milestone.

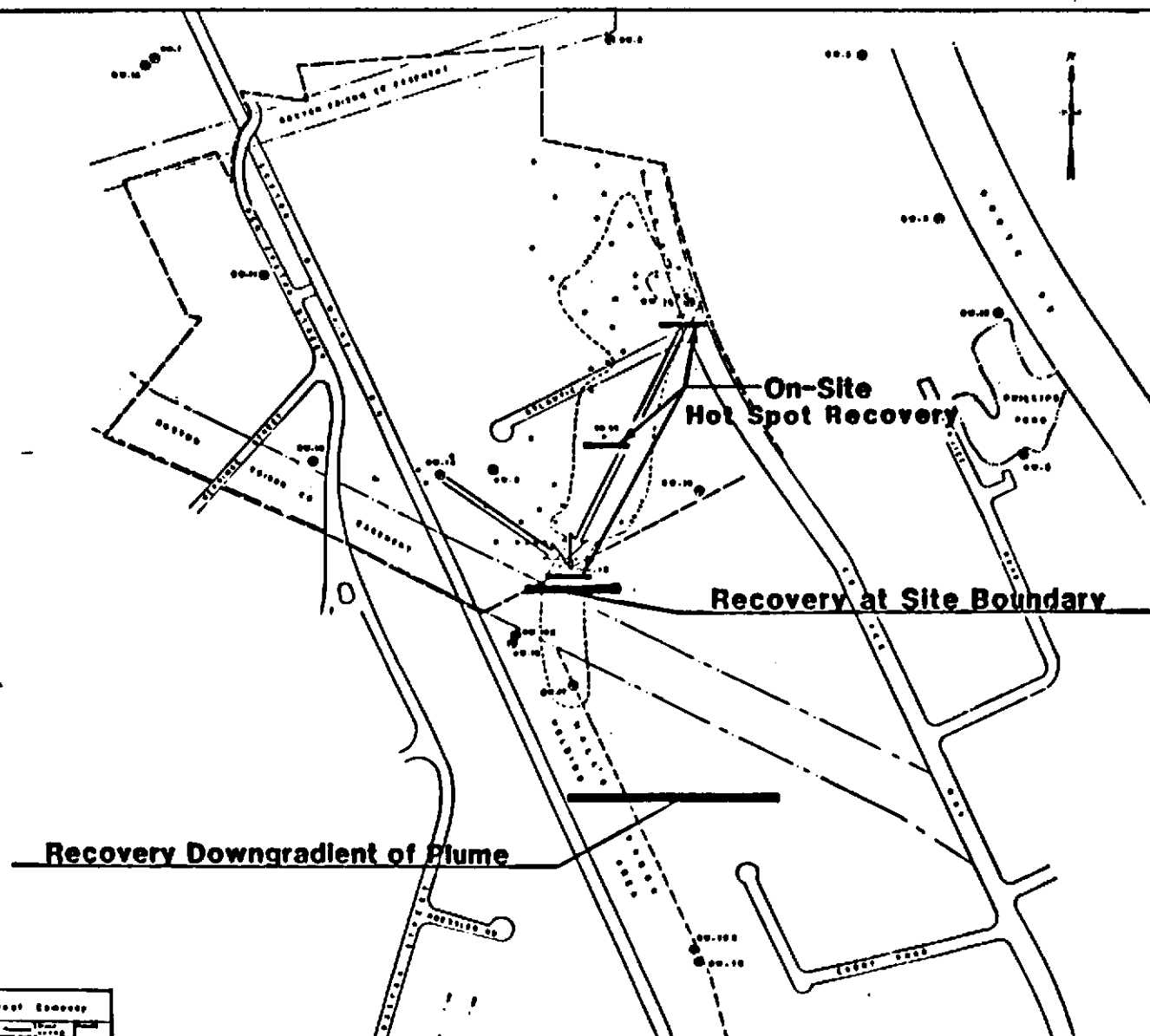
2. Settlers may accumulate no more than a total of twenty days of early completion credit at any given time. Settlers lose any potential additional early completion credit until the accumulated credit is reduced to less than twenty days.

3. Settlers may apply no more than ten days of accumulated credit to extend the time to complete any subsequent milestone.

4. Settlers must accumulate early completion credit before such credit may be applied to extend the time to complete subsequent milestones. Settlers may not claim credit in anticipation of early completion of subsequent milestones.



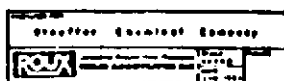




LEGEND:

- EXTENT OF BENZENE AND TOLUENE AT 100mg/L
- CONTAMINATED AREA
- PLUME DEFINITION WELL
- DIRECTION OF GROUNDWATER FLOW

STAUFFER CHEMICAL COMPANY
WOBURN, MASS.
**GROUNDWATER RECOVERY
ALTERNATIVES**



MALCOLM
INCORPORATED

ATTACHMENT H
GROUNDWATER/SURFACE WATER INVESTIGATION
SCOPE OF WORK

A. PURPOSE AND OBJECTIVE

This attachment outlines the requirements of the Groundwater/Surface Water Investigation Plan (GSIP) that will be developed and implemented by the Settlers. The GSIP has two objectives: 1) evaluation of the potential for future, off-site migration of metals through the surface water pathway and 2) collection of information needed by EPA for the site-related portion of the Multiple Source Groundwater Response Plan (MSGWRP) required in the September 1986 Record of Decision (ROD).

B. METALS MOBILITY

This portion of the GSIP will determine the factors that govern the mobility of arsenic, chromium, lead and mercury at the Woburn Industri-plex site. At a minimum, this investigation will consist of the following:

(1) Determination of the environmental mobility and fate of arsenic, chromium, lead and mercury by evaluation of the literature.

(2) Evaluation of the existing arsenic, chromium, lead and mercury data base and collection of any additional information needed to complete Task 3.

(3) Identification of the critical parameters controlling the mobility of arsenic, chromium, lead and mercury. These parameters are likely to include pH, Eh, soil

surface area, etc. Bench-scale testing may be necessary to identify these critical parameters.

(4) Measurement of the critical parameters controlling the mobility of arsenic, chromium, lead and mercury in groundwater. These measurements will be made on at least two occasions that reflect the extremes of annual surface water and groundwater conditions likely to be encountered at the site, i.e. seasonal high levels and seasoned low levels.

(5) Determination of the chemical species of arsenic, chromium, lead and mercury present in groundwater at the site, if necessary.

(6) Evaluation of the current and future mobility of arsenic, chromium, lead and mercury at the site based on the information obtained in Tasks 1, 2, 3, 4, and 5.

(7) Evaluation of the environmental risks created by future off-site migration of arsenic, chromium, lead and mercury.

C. GROUNDWATER INVESTIGATION

The groundwater investigation program outlined below is a preliminary scope of activities proposed to provide site-specific information that can be incorporated by EPA into the Multiple Source Ground Water Response Plan (MSGWRP) required in the September 1986 Record of Decision (ROD). The scope is consistent with fundamental objectives of the MSGWRP to evaluate on-site and

off-site conditions, identify and characterize possible source areas and define the upgradient aquifer conditions influencing groundwater quality in that portion of the aquifer investigated during the Stauffer study.

To ensure technical and cost effectiveness the program shall be conducted in two phases as outlined below.

Phase I

Two proposed additional monitoring well locations approximately shown on Figure 2 have been selected to evaluate groundwater conditions upgradient of the Site or in proximity to specific locations considered possible contaminant source areas. Conditions in these areas are unknown.

Groundwater levels will be measured in all on-site wells and a groundwater elevation and flow direction map will be compiled from this information. On-site surface water elevations will be taken into account when compiling this map.

Groundwater samples will be collected from the two new monitoring wells and the existing groundwater monitoring wells and analyzed for inorganic, volatile organic and semi-volatile organic compounds as listed on Attachment 1. Standard water quality measurements (pH, hardness, temperature, dissolved oxygen, conductivity, and suspended solids) will be taken at each sample location. In addition to the standard inorganic analysis, an evaluation of the chemical forms of arsenic, lead,

chromium and mercury shall be made, if necessary based on the results of the mobility studies under section B, above.

The results of the groundwater and surface water/sediment studies shall be reviewed to evaluate their interrelationship if any and develop a more complete understanding of the aquifer. The result of the phase I activities should provide for a better understanding of the aquifer and the relationship between various contaminant source areas and the quality of the ground water migrating off-site to receptors south of route 128.

Phase II

The scope of phase II activities if any are necessary will be developed following a review of phase I information. Phase II activities may include additional well installation and additional rounds of groundwater sample collection and analysis.

C. SURFACE WATER AND SEDIMENT INVESTIGATION

The surface water and sediment sampling program outlined below is a preliminary scope of activities necessary to evaluate the extent and character of contamination in the surface drainage system on-site and in the surrounding areas of the drainage basin both up and down-gradient of the site.

This program is consistent with the objectives of the MSGWRP required in the September 1986 ROD. It will also serve to address several concerns and recommendations regarding natural

resources impacts presented by the U.S Department of Commerce - National Oceanic and Atmospheric Administration (DOC-NOAA), in a letter dated May 6, 1987.

To ensure technical and cost effectiveness this program will be conducted in two phases as described below.

Phase I

Phase I activities will include surface water and sediment sampling at or near the locations shown on Figure 1. Specific locations for all samples will be selected in the field based on direct observations of stream flow conditions and depositional patterns. If trunk sewer lines pass through the site, two sample locations will be selected for each trunk sewer to determine the character of the water and sediments contained in them. Trunk sewer sampling locations will depend upon access and permission from the POTW.

Sample analysis will include inorganic (including tin), volatile organic compounds and semi-volatile organic compounds as listed on Attachment 1. Laboratory detection limits shall be established to ensure proper evaluation of the results in terms of available standards and criteria. In addition to the standard inorganic analysis, an evaluation of the chemical forms of arsenic, lead, chromium and mercury shall be made, if necessary based on the results of the mobility studies under section B, above. These additional analyses shall be made on both water and

sediment samples. Standard water quality measurements (ph, hardness, temperature, dissolved oxygen, conductivity and suspended solids) will be taken at each sample location.

Two surface water samples, filtered and unfiltered, will be obtained at each sample location. This will allow for a comparison of water quality relative to the transport of contaminants dissolved in surface waters versus contaminants transported in suspension.

Stream flow, rate and volume, shall be measured at each sampling location.

During the course of field activities an inventory of existing discharges (pipes, ditches, etc.) shall be developed and mapped. Any observed condition, practice or operation shall be noted and evaluated in terms of its significance to the basin drainage.

Phase II

The scope of any necessary phase II activities will be developed in detail following a review of phase I data. Phase II may include additional sampling north and possibly south of Mishawum Road and biological sampling and analysis to evaluate bio-accumulation of contaminants. Organo-tin compounds shall be evaluated if tin is detected in phase I sampling at significant concentrations.

D. GSIP WORK PLAN

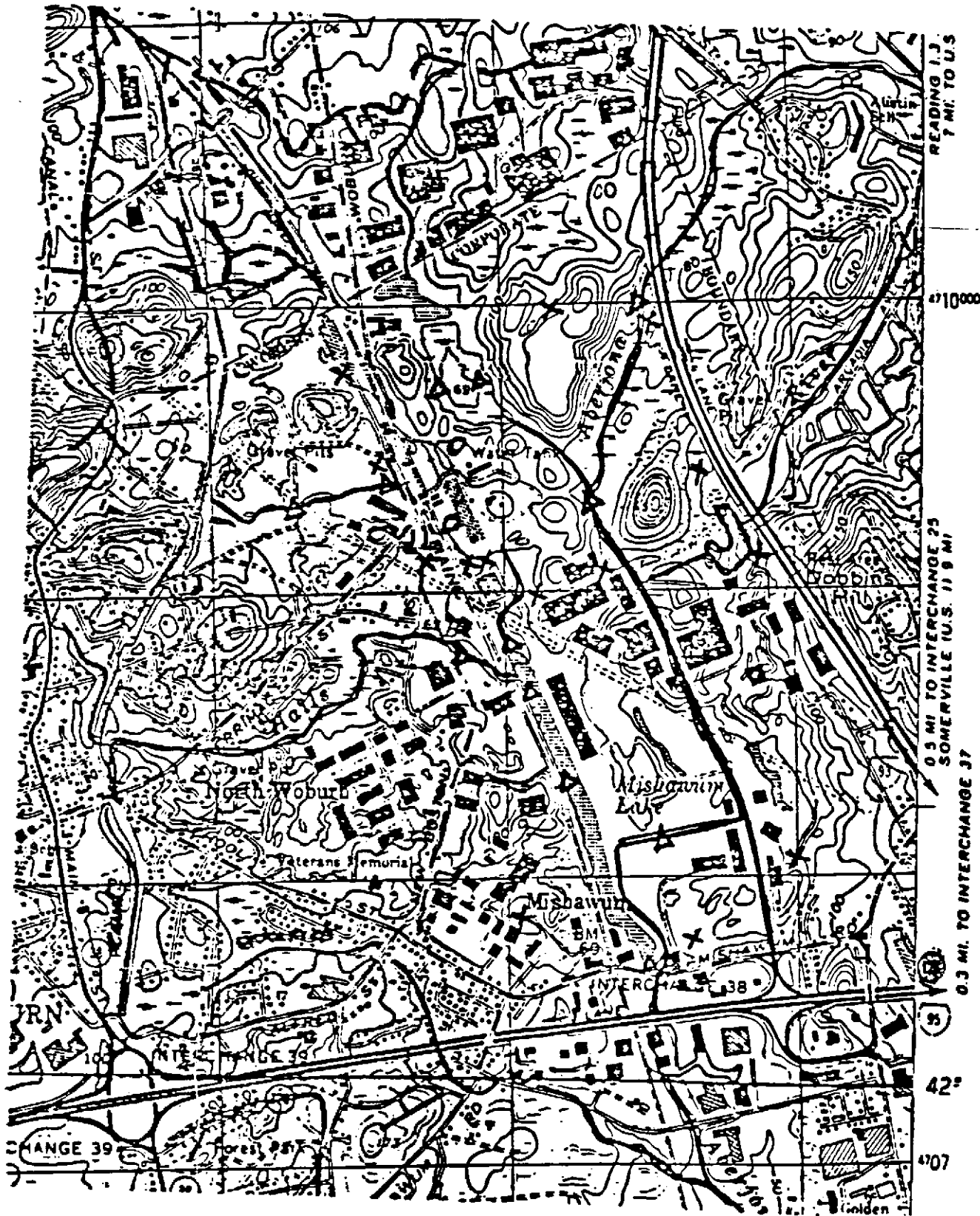
a. Within sixty (60) days after EPA receives the name of the selected remedial design contractor, Consent Decree Settlers shall submit a GSIP Work Plan to EPA and the Commonwealth for review and approval. The GSIP Work Plan shall specify and describe all tasks and investigations to be undertaken in connection with the Groundwater/Surface Water Investigation and shall include a proposed timetable for completion of the investigation and submittal of a draft and final report. The GSIP Work Plan shall include at a minimum:


(1) A summary of existing data, including site location, topography and drainage, site hydrogeology, and existing groundwater, surface water and sediment analytical data.

(2) A determination of the overall objectives of the GSIP and of the specific data quality objectives.

(3) A task plan for the investigation to encompass:

- (a) project planning and management;
- (b) monitoring well installation;
- (c) media sampling;
- (d) sample analysis and validation;
- (e) data evaluation; and
- (f) submittal of draft and final reports.




 APPROX. BOUNDARY OF
 MISHAWAM WATERSHED
 X EXISTING WELLS
 O PROPOSED WELLS
 Δ SURFACE WATER / SEDIMENT
 SAMPLING POINTS

b. The following requirements and guidelines shall also be considered in preparation and implementation of the GSIP:

- (1) The NCP, 40 C.F.R. Part 300 as amended.
- (2) Data Quality Objectives for Remedial Response Activities, EPA/540/G-87/003 and 004, March 1987.
- (3) A Compendium of Superfund Field Operations Methods, EPA/540/P-87/001a and 001b, August 1987.
- (4) Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, OSWER Directives #9355.301
- (5) The Project Operations Plan as developed under this Consent Decree.

E. IMPLEMENTATION OF THE GSIP

Within ten (10) days after receipt of the GSIP Work Plan as approved, amended or developed by EPA the Settlers shall perform the activities set forth therein accordance with the specified time tables.

Attachment I

Form 1

U.S. EPA Contract Laboratory Program
Sample Management Office
P.O. Box 818 - Alexandria, VA 22313
703/557-2490 FTS: 8-557-2490

EPA Sample No. _____

Date _____

INORGANIC ANALYSIS DATA SHEET

LAB NAME _____

CASE NO. _____

SOL NO. _____

Lab Receipt Date _____

LAB SAMPLE ID. NO. _____

QC REPORT NO. _____

Elements Identified and Measured

Concentration: Low _____ Medium _____
Matrix: Water _____ Soil _____ Sludge _____ Other _____

ug/L or mg/kg dry weight (Circle One)

1. <u>Aluminum</u>	13. <u>Magnesium</u>
2. <u>Antimony</u>	14. <u>Manganese</u>
3. <u>Arsenic</u>	15. <u>Mercury</u>
4. <u>Barium</u>	16. <u>Nickel</u>
5. <u>Beryllium</u>	17. <u>Potassium</u>
6. <u>Cadmium</u>	18. <u>Selenium</u>
7. <u>Calcium</u>	19. <u>Silver</u>
8. <u>Chromium</u>	20. <u>Sodium</u>
9. <u>Cobalt</u>	21. <u>Thallium</u>
10. <u>Copper</u>	22. <u>Vanadium</u>
11. <u>Iron</u>	23. <u>Zinc</u>
12. <u>Lead</u>	Percent Solids (2) _____
Cyanide _____	

Footnotes: For reporting results to EPA, standard result qualifiers are used as defined on Cover Page. Additional flags or footnotes explaining results are encouraged. Definition of such flags must be explicit and contained on Cover Page, however.

Comments: _____

Lab Manager _____

Sample Number

Organics Analysis Data Sheet (Page 1)

Laboratory Name: _____ Case No: _____
Lab Sample ID No: _____ QC Report No: _____
Sample Matrix: _____ Contract No: _____
Data Release Authorized By: _____ Date Sample Received: _____

Volatile Compounds

Concentration: Low Medium (Circle One)

Date Extracted/Prepared: _____

Date Analyzed: _____

Conc./Dil Factor: _____ pH _____

Percent Moisture: _____

Percent Moisture (Decanted): _____

CAS Number		ug/l or ug/kg (Circle One)
74-87-3	Chloromethane	
74-83-9	Bromomethane	
75-01-4	Vinyl Chloride	
75-00-3	Chloroethane	
75-09-2	Methylene Chloride	
67-64-1	Acetone	
75-15-0	Carbon Disulfide	
75-35-4	1,1-Dichloroethane	
75-34-3	1,1-Dichloroethane	
156-60-5	Trans-1,2-Dichloroethane	
87-86-3	Chloroform	
107-06-2	1,2-Dichloroethane	
78-93-3	2-Butanone	
71-55-6	1,1,1-Trichloroethane	
56-23-5	Carbon Tetrachloride	
108-05-4	Vinyl Acetate	
75-27-4	Bromodichloromethane	

CAS Number		ug/l or ug/kg (Circle One)
78-34-5	1,1,2,2-Tetrachloroethane	
78-87-5	1,2-Dichloropropene	
10061-02-6	Trans-1,3-Dichloropropene	
79-01-8	Trichloroethene	
124-48-1	Dibromochloromethane	
78-00-9	1,1,2-Trichloroethane	
71-43-2	Benzene	
10061-01-5	cis-1,3-Dichloropropene	
110-75-8	2-Chlorobutylvinylether	
75-25-2	Bromoform	
591-78-6	2-Hexanone	
108-10-1	4-Methyl-2-Pentanone	
127-18-4	Tetrachloroethene	
106-88-3	Toluene	
106-90-7	Chlorobenzene	
100-41-4	Ethylbenzene	
100-42-5	Styrene	
	Total Xylenes	

Best Reporting Practices

For reporting results to EPA, the following results questions are used.
Additional: Page or form(s) containing results are enclosed report. However, one
summary of each bag must be reported.

Value: If the result is a value greater than or equal to the detection limit, report the value.

U: Indicates compound was analyzed for but not detected. Report the maximum detection limit for the sample with the U to g. 100 (based on maximum concentration detection limit). (This is not necessary if the maximum detection limit is 1. The form(s) should read U). Compound was analyzed for but not detected. The number is the maximum possible detection limit for the sample.

J: Indicates an estimated value. This flag is used either when analyzing a concentration for a compound where the maximum possible detection limit is 1.1 or when the maximum possible detection limit is 1.1 and the result is less than the maximum possible detection limit but greater than zero (e.g. 100).

C: This flag appears in pesticide monitoring where the detection limit has been determined by GC/MS. Single compound detection limit is 10 ug/l or in the total extract should be determined by GC/MS.

B: This flag is used when the priority is found in the sample or used as a sample. It indicates possible pesticide contamination and warns the data user to take appropriate action.

Other: Other testing Page and form(s) may be required to properly define the results. If used, they must be fully described and then their own method to the data summary report.

Sample Number

Organics Analysis Data Sheet (Page 2)

Semivolatile Compounds

Concentration: Low Medium (Circle One)

Date Extracted/Prepared: _____

Date Analyzed: _____

Conc./Dil Factor: _____

CAS Number		ug/l or ug/kg (Circle One)
62-75-9	N-Nitrosodimethylamine	
108-95-2	Phenol	
62-53-3	Aniline	
111-44-4	bis(2-Chloroethyl)Ether	
95-57-8	2-Chlorophenol	
541-73-1	1,3-Dichlorobenzene	
106-48-7	1,4-Dichlorobenzene	
100-51-6	Benzyl Alcohol	
95-50-1	1,2-Dichlorobenzene	
95-48-7	2-Methylphenol	
39638-32-9	bis(2-chloro-ethoxy)Ether	
106-44-5	4-Methylphenol	
821-84-7	N-Nitroso-Di-n-Propylamine	
87-72-1	Hexachlorobenzene	
98-95-3	Nitrobenzene	
78-59-1	Isophorone	
88-75-5	2-Nitrophenol	
105-67-9	2,4-Dimethylphenol	
65-85-0	Benzoic Acid	
111-91-1	bis(2-Chloroethyl)Methane	
120-83-2	2,4-Dichlorophenol	
120-82-1	1,2,4-Trichlorobenzene	
91-20-3	Naphthalene	
106-47-8	4-Chloroaniline	
87-68-3	Hexachlorocyclopentadiene	
59-50-7	4-Chloro-3-Methylphenol	
91-57-6	2-Methylnaphthalene	
77-47-4	Hexachlorocyclopentadiene	
82-06-2	2,4,6-Trichlorophenol	
95-55-4	2,4,5-Trichlorophenol	
91-58-7	2-Chloronaphthalene	
88-74-4	2-Nitroaniline	
131-11-3	Dimethyl Phthalate	
256-96-8	Acenaphthylene	
99-09-2	3-Nitroaniline	

CAS Number		ug/l or ug/kg (Circle One)
63-32-9	Acenaphthene	
51-28-5	2,4-Dinitrophenol	
100-02-7	4-Nitrophenol	
132-64-9	Dibenzofuran	
121-14-2	2,4-Dinitrofluorene	
625-20-2	2,6-Dinitrofluorene	
64-86-2	Diethylphthalate	
7005-72-3	4-Chlorophenyl-phenylether	
66-73-7	Fluorene	
100-01-6	4-Nitroaniline	
534-52-1	4,8-Dinitro-2-Methylphenol	
65-30-8	N-Nitrosodiphenylamine (1)	
101-85-3	4-Bromophenyl-phenylether	
118-74-1	Hexachlorobenzene	
87-86-5	Pentachlorophenol	
25-01-8	Phenanthrene	
120-12-7	Anthracene	
84-74-2	Di-n-Butylphthalate	
206-44-0	Fluoranthene	
92-87-5	Benzo[a]pyrene	
129-00-0	Pyrene	
95-88-7	Butylbenzylphthalate	
91-84-1	1,3-Dichlorobenzene	
86-55-3	Benzo[a]anthracene	
117-81-7	bis(2-Ethylhexyl)phthalate	
218-01-8	Chrysene	
117-84-0	Di-n-Octyl Phthalate	
205-99-2	Benzo[b]fluoranthene	
207-08-9	Benzo[k]fluoranthene	
50-32-8	Benzo[a]pyrene	
183-39-9	Indeno[1,2,3-cd]Pyrene	
53-70-3	Dibenz[a,h]anthracene	
181-24-2	Benzo[ghi]perylene	

(1)-Can not be separated from diphenylamine

Sample Number

Organics Analysis Data Sheet
(Page 3)

Pesticide/PCBs

Concentration: Low Medium (Circle One)

Date Extracted/Prepared: _____

Date Analyzed: _____

Conc/Dil Factor: _____

CAS Number		ug/l or ug/Kg (Circle One)
319 84 8	Alpha-BHC	
319 85 7	Beta-BHC	
319 86 8	Delta-BHC	
58 89 9	Gamma-BHC (Lindane)	
76 44 8	Heptachlor	
909 00 2	Aldrin	
1024 57 3	Heptachlor Epoxide	
959 98 8	Endosulfan I	
60 57 1	Dieldrin	
72 55 9	4 4-DDE	
72 20 8	Endrin	
33213 65 9	Endosulfan II	
72 54 8	4 4-DDD	
7421 93 4	Endrin Alderhyde	
1031 07 8	Endosulfan Sulfate	
50 29 3	4 4-DDT	
72 43 5	Methoxychlor	
53494 70 5	Endrin Ketone	
57 74 9	Chlordane	
8001 35 2	Toxaphene	
12674 11 2	Aroclor 1016	
11104 28 2	Aroclor 1221	
11141 18 5	Aroclor 1232	
53469 21 9	Aroclor 1242	
12672 29 6	Aroclor 1248	
11097 69 1	Aroclor 1254	
11096 82 5	Aroclor 1260	

V_i = Volume of extract injected (ul)

V_0 = Volume of water extracted (ml)

W_0 = Weight of sample extracted (g)

V_t = Volume of total extract (ul)

V_0 _____ or W_0 _____ V_i _____ V_t _____

Tentatively Identified Compounds

[illegible]

NOTICE AND COVENANTS

GRANTOR:

GRANTEES: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, AND
ITS SUCCESSOR AGENCIES ("EPA")

COMMONWEALTH OF MASSACHUSETTS, BY AND THROUGH THE
DEPARTMENT OF ENVIRONMENTAL QUALITY ENGINEERING,
AND ITS SUCCESSOR AGENCIES ("COMMONWEALTH")

STAUFFER CHEMICAL COMPANY; STAUFFER MANAGEMENT
COMPANY; ICI AMERICAN HOLDINGS INC.; MONSANTO
COMPANY; WILLIAM A. D'ANNOLFO, FRANK P. D'ANNOLFO,
SHIRLEY J. MARTINEK, and JOHN A. DELROSSI, as the
TRUSTEES of THE MARK-PHILLIP TRUST; ATLANTIC
AVENUE ASSOCIATES, INC.; BOSTON EDISON COMPANY;
THE BOYD CORPORATION; STEPHEN DAGATA and ADELINE
DAGATA; MARY E. FITZGERALD and JOHN J. MULKERIN,
as TRUSTEES OF THE NODRAER REALTY TRUST; HIRO K.
GANGLANI and SUNDER K. GANGLANI; MICHAEL A.
HOWLAND; MICHAEL A. HOWLAND, as TRUSTEE OF
ATLANTIC AVENUE TRUST; LIPTON INDUSTRIES, INC.;
RONALD F. LISS; MASSACHUSETTS BAY TRANSPORTATION
AUTHORITY; RICHARD G. MIZZONI, METROPHANE ZAYKA,
JR., NICHOLAS ZAYKA, and PETER ZAYKA, as TRUSTEES
OF THE AERO REALTY TRUST; PAUL X. O'NEILL and
PHYLLIS O'NEILL, as TRUSTEES OF THE P.X. REALTY
TRUST; PEBCO COMPANY; POSITIVE START REALTY, INC.;
AUGUSTINE P. SHEEHY; PETER J. VOLPE; THE WELLES
COMPANY; WINTER HILL STOREHOUSE, INC.; CITY OF
WOBURN; and WOODCRAFT SUPPLY CORPORATION
(COLLECTIVELY, "SETTLERS")

THE INDUSTRI-PLEX SITE REMEDIAL TRUST, A MISSOURI
TRUST U/D/T [], RECORDED AT MIDDLESEX SOUTH
DISTRICT REGISTRY OF DEEDS AT BOOK _____, PAGE
_____ ("REMEDIAL TRUST")

PROPERTY
ADDRESS:

PROPERTY
DESCRIPTION:

DATE:

I. NOTICE OF OBLIGATION TO PROVIDE ACCESS TO PROPERTY.

Grantor hereby gives notice that, in consideration of the obligations and covenants contained in a consent decree entered in the United States District Court for the District of Massachusetts in cases entitled United States v. Stauffer Chemical Company, Inc., Civil Action No. [], and Commonwealth of Massachusetts v. Stauffer Chemical Company, Inc., Civil Action No. [] (the "Consent Decree"), a copy of which has been recorded at the Middlesex South District Registry of Deeds at Book _____, Page _____, Grantor has granted access to the property described above (the "Property") for the purposes of performing and monitoring certain remedial actions required under the Consent Decree on, at, or for the Industri-plex Superfund Site (the "Site") in Woburn, Massachusetts, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA), 42 U.S.C. § 9601 et seq., and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Mass. G.L. Chapter 21E, as more particularly described below.

A. The United States, the Commonwealth of Massachusetts, Settlers, the Remedial Trust, and their representatives and contractors shall have access to the Property for the purposes of implementing all work and other activities required by the Consent Decree, in accordance with the Consent Decree and the work plans and schedules developed under or in accordance with the Consent Decree, which work plans and schedules are available for inspection at the United States Environmental Protection Agency, Region I, Waste Management Division Records Center, 90 Canal Street, Boston, Massachusetts.

This grant of access shall remain in effect until the recording of a notice, approved and bearing the acknowledgment of the United States Environmental Protection Agency and the Commonwealth of Massachusetts, that certification of completion of the Work, as defined in the Consent Decree, has been made.

B. In addition, the United States, the Commonwealth of Massachusetts, and their contractors and representatives shall have access to the Property for the purposes of conducting any activity authorized by CERCLA and Mass. G.L. c. 21E, as applicable, including but not limited to:

(1) Monitoring all work and other activities required by the Consent Decree;

(2) Verifying any data or information submitted to EPA or the Commonwealth relating to the Site or such work or other activities;

(3) Conducting investigations relating to contamination at or near the Site;

(4) Obtaining samples; and

(5) Inspecting and copying records, operating logs, contracts, or other documents required to assess compliance with the Consent Decree.

This grant of access shall remain in effect until the recording of a notice, approved by and bearing the acknowledgment of the United States Environmental Protection Agency and the Commonwealth of Massachusetts Department of Environmental Quality Engineering, that the access provisions set forth in Section XV.A of the Consent Decree has been terminated.

II. NOTICE OF FURTHER RESTRICTIONS.

Notice is hereby given that, in accordance with the terms of the Consent Decree, the Property may become subject to covenants restricting the use of the property and imposing affirmative obligations on holders of interests in the Property (hereinafter "Institutional Controls") on a subsequent date hereto.

The obligations to implement and comply with the Institutional Controls that may be imposed under the Consent Decree shall run with the land and will require certain actions and impose obligations on future owners, lessees, and successors-in-title and/or possessors of the property. The Institutional Controls may, among other things, prohibit or regulate the construction of buildings, roads, and utilities on areas determined to contain Hazardous Substances (as defined in the Consent Decree) above certain action levels and may prohibit, limit, or regulate the excavation or removal of soils containing lesser degrees of contamination.

This Notice of Further Restrictions shall remain in effect unless and until the recording of a subsequent notice, approved by and bearing the acknowledgment of the United States Environmental Protection Agency and the Commonwealth of Massachusetts Department of Environmental Quality Engineering under the Consent Decree, stating that the Property is not subject to Institutional Controls.

III. COVENANTS.

Grantor hereby covenants, and the Property is hereby subject to the requirement, that Grantor and his successors and assigns shall:

- (1) record such documents which embody Institutional Controls as may be approved by the United States

Environmental Protection Agency and the Commonwealth of Massachusetts under the Consent Decree, said documents to bear the acknowledgement of the Environmental Protection Agency;

- (2) comply with all provisions of Institutional Controls that are recorded pursuant to Section II(1) above;
- (3) provide access to the Property as required under Section XV.A of the Consent Decree and Section I above;
- (4) until the recording of the documents referred to in Section III(1) above, refrain from transferring any possessory interest in the property, other than a person who holds such interest solely to protect his security interest in the Property and who does not exercise any right to enter or possess the property, without the approval of the United States Environmental Protection Agency and the Commonwealth of Massachusetts Department of Environmental Quality Engineering, which approval shall be deemed given upon re-recording of this instrument with the transferee as Grantor.

The Covenants set forth in Section III(1)-(4) above shall remain in effect until the recording of a notice, approved by the United States Environmental Protection Agency and the Commonwealth of Massachusetts Department of Environmental Quality Engineering under the Consent Decree, stating that the Property is not subject to any Institutional Controls.

IV. EFFECT OF COVENANTS, RESTRICTIONS, AND OTHER RIGHTS REFERRED TO OR CONTAINED HEREIN.

The Covenants, Restrictions, and other rights referred to or contained herein run with the land and except as otherwise provided, shall be binding on the Grantor and all persons to whom any interest in the Property, or any portion thereof, is transferred, other than a person who acquires such interest solely to protect a security interest in the Property and who has not exercised any right to enter or possess the Property, and shall expressly be enforceable by the United States and the Commonwealth of Massachusetts, pursuant to the provisions of G.L. c. 184, § 32 or otherwise, or by either one acting singly.

For Grantor's title see deed of [] dated [], 19[], registered as Document No. [] with the [Registry District for Middlesex County] [Middlesex South District Registry of Deeds].

No documentary stamps are affixed hereto as none are required by law as this conveyance is made without monetary consideration.

Executed as a sealed instrument this _____ day of _____, 1988.

GRANTOR:

CERTIFICATE OF APPROVAL BY THE SECRETARY

The Secretary of the Executive Office of Environmental Affairs, Commonwealth of Massachusetts, hereby certifies that he approves the foregoing restrictions under G.L. c. 184, § 32.

Secretary, Executive Office of
Environmental Affairs,
Commonwealth of Massachusetts

Site:	<u>Industrial</u>
Break:	<u>1.8</u>
Other:	<u> </u>

APPENDIX III

INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT

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EXHIBIT A: DONORS

EXHIBIT A
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INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT

This agreement, made and effective as of this ____ day of _____, 1989, by and among Stauffer Chemical Company; Stauffer Management Company; ICI American Holdings, Inc. (collectively "ICI"); Monsanto Company; Atlantic Avenue Associates, Inc.; Boston Edison Company; The Boyd Corporation; Stephen Dagata and Adeline Dagata; Mary E. Fitzgerald and John J. Mulkerin, as trustees of The Nodraer Realty Trust; Hiro K. Ganglani and Sunder K. Ganglani; Michael A. Howland individually and as trustee of Atlantic Avenue Trust; Lipton Industries, Inc.; Ronald F. Liss; Massachusetts Bay Transportation Authority; Richard G. Mizzoni, Metrophane Zayka, Jr., Nicholas Zayka and Peter Zayka, as trustees of the Aero Realty Trust; Paul X. O'Neill and Phyllis O'Neill, as trustees of the PX Realty Trust; Pebco Company; Positive Start Realty, Inc.; Augustine P. Sheehy; Peter J. Volpe; The Welles Company; Winter Hill Storehouse, Inc.; City of Woburn; and Woodcraft Supply Corporation (the "Donors") and Mercantile Bank, N.A. (the "Trustee").

WHEREAS, the Donors have executed a consent decree with the United States of America ("United States") and the Commonwealth of Massachusetts ("Commonwealth") in United States of America v. Stauffer Chemical Company, Inc., et al., Civil Action No. 89-0195-Mc and Commonwealth of Massachusetts v. Stauffer Chemical Company, et al., Civil Action No. 89-0196-Mc (both in the United States District Court for the District of

Massachusetts) (hereinafter the "Consent Decree") for the implementation of remedial design, construction and action, and operation and maintenance as described in Appendix I to the Consent Decree, with respect to hazardous substances allegedly located at the facility known as the Industri-Plex Site (the "Industri-Plex Site" or the "Site") located in Woburn, Massachusetts; and

WHEREAS the Donors have agreed to settle their liability to the United States and the Commonwealth for (a) all costs incurred up to the date of lodging of the Consent Decree by the United States and the Commonwealth with regard to the Industri-Plex Site; (b) the remediation of the Industri-Plex Site, with the exception of certain possible future groundwater remedial measures for which the Donors deny liability; (c) the operation and maintenance of the remediation of the Industri-Plex Site; and (d) the costs of the United States and Commonwealth to oversee the remediation of the Industri-Plex Site;

WHEREAS to fulfill the Consent Decree, the Donors have agreed to make the payments and carry out the work as specified in the Consent Decree and the attached RD/AP and this Trust Agreement;

WHEREAS the Parties to the Consent Decree have agreed that on behalf of all the Donors Donor Monsanto Company will actually undertake to perform the work under the supervision of the United States in consultation with the Commonwealth and will

be reimbursed in part by the other Donors pursuant to the agreements and schedules set forth in this Trust Agreement;

WHEREAS the Parties to the Consent Decree have agreed that the Settler Mark-Phillip Trust (not a party to this Trust Agreement) shall apply all of its property and assets, real and personal, to (1) reimburse the Donors for their costs incurred in carrying out the terms of the Consent Decree; (2) to reimburse the United States for certain past costs not reimbursed by the Donors, (3) to reimburse the United States and the Commonwealth for future groundwater remediation at the Industri-Plex Site and other specified purposes with regard to which Donors deny liability and have not agreed herein to undertake; and (4) otherwise comply with all other relevant aspects of the Consent Decree, including this Trust Agreement, another trust agreement which is Appendix IV to the Consent Decree and which is titled the Industri-Plex Site Interim Custodial Trust, and an escrow agreement which is Appendix V to the Consent Decree;

WHEREAS the Parties to the Consent Decree have agreed that the Mark-Phillip Trust's property will be sold and the proceeds applied as set forth in the Consent Decree, and that the sale of the Mark-Phillip Trust property may, but need not, be made in parcels, upon (A) agreement by the United States in consultation with the Commonwealth that the remedy (including inauguration of certain institutional controls) has been satisfactorily completed for all of the property or any parcel thereof or (B) agreement by the United States and the Common-

wealth to the sale upon such terms and conditions as they deem appropriate to assure the performance of all remedial work on, and the Inauguration of all Institutional Controls applicable to, the property, as required by the Consent Decree;

WHEREAS as part of the remediation of the Industri-Plex Site, the Donors have agreed in the Consent Decree to develop, inaugurate and comply with Institutional Controls designed to protect the other aspects of the remedy, and have agreed to place restrictions on their property that will run with land requiring all present and future landowners of the Industri-Plex Site to comply with said Institutional Controls;

WHEREAS Donor City of Woburn has agreed in the Consent Decree to undertake to make certain adjustments in the tax liability with respect to the Mark-Phillip Trust's property as one of the conditions of its agreement to settle this matter, including its agreement to (1) take actions to dissolve existing tax titles and liens; (2) settle and discharge existing tax liabilities; (3) reassess the value of the Mark-Phillip Trust property at zero or takes other action of similar effect; (4) keep such assessment at zero on each Mark-Phillip Trust parcel until it shall have been sold pursuant to the terms of this Consent Decree; (5) accept \$645,000 to reimburse it for accrued taxes, interest and penalties, such amount being a settlement of claims discharging all past tax liability, to be paid out of the proceeds of the Mark-Phillip Trust property as set forth in the Consent Decree;

WHEREAS, each Donor has entered into the Consent Decree and this Agreement in reliance on the funding and other commitments made herein by each and every other Donor;

WHEREAS, the Donors shall deliver to the Trustee pursuant to Section 2.01 of this Agreement the funds described in the Schedules to Exhibit A hereto; and

WHEREAS, the Donors desire that such funds together with any interest constitute a Trust Fund, to be held and administered by the Trustee for the purposes hereinafter set forth for the benefit of the Donors, the United States and the Commonwealth (hereinafter collectively the "Beneficiaries");

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I

PURPOSE, NAME AND ACCEPTANCE OF TRUST

1.01 Trust Fund Purpose. The purpose of this Trust is to provide funds to satisfy the obligations of the Donors under the Consent Decree, including the obligations to (a) pay the costs of the Work as defined in the Consent Decree (the "Work"), (b) to reimburse the United States and the Commonwealth as provided in Section 5.01 below, and (c) pay other proper expenses of the Donors pursuant to the Consent Decree. All such costs and expenses are to be paid in accordance with this Agreement.

1.02 Name of Trust Fund. The funds received by the Trustee from the Donors together with the proceeds and

reinvestments thereof shall be known as the Industri-Plex Site Remedial Trust Fund (the "Trust Fund" or the "Remedial Trust Fund").

1.03 Nature of Funds. The funds contributed by Donors to the Remedial Trust Fund (other than funds contributed for the payment of stipulated penalties) are voluntary payments and not payments of fines, penalties or monetary sanctions, nor are they amounts forfeited as collateral posted in connection with a proceeding which could result in imposition of such fines, penalties or monetary sanctions. Furthermore, the contribution of the funds by the Donors shall not be construed as an admission of storage, treatment, handling or disposal of hazardous substances at the Industri-Plex Site, as defined in the Consent Decree, Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC § 9601(14), or any other federal or state statute or regulation.

1.04 Acceptance of Trust. The Trustee hereby accepts the trust, duties, obligations, and requirements specifically imposed on it by this Agreement, and agrees to carry out and perform, punctually, such duties, obligations, and requirements (and only such duties, obligations and requirements), for the benefit and on behalf of the Donors as set forth in this Agreement. No implied duties, obligations or requirements will be read into this Agreement against the Trustee.

ARTICLE II

THE TRUST FUND

2.01 Trust Estate and Donors' Obligations. The Trust Estate shall consist of (1) the funds contributed by the Donors to the Trustee for the above-stated purposes, and (2) all interest and income earned on such funds. Each Donor shall deliver to the Trustee the amounts allocated to it as set forth on the schedules of Exhibit A hereto. The payments set forth on Exhibit A, Schedule I shall be delivered to the Trustee within 20 (twenty) days of the entry by the court of the Consent Decree. All other payments shall be made in proportionate installments at such times as the Trustee shall direct as provided in Section 2.02. The Trustee shall be governed by the terms of this Agreement, including the schedules to Exhibit A, in receiving and directing payments.

2.02 Additions to Trust Estate. The Donors retain an unlimited obligation to ensure that the Trust Estate has sufficient assets to assure the uninterrupted progress and timely completion of the Work required under the Consent Decree. The Trustee shall make demands in writing upon the Donors for additional contributions to the Trust Estate in amounts determined by the expenditure forecasts pursuant to Section 7.02 below, to satisfy the purpose of this Trust as set forth in Section 1.01. When such calls for additional payments are made, each Donor's additional contribution shall be in the proportions specified in the appropriate schedule of Exhibit A hereto;

provided, however, that Donor ICI shall not be required to contribute to payments pursuant to this Agreement for matters referred to in Section XXIV D. or subsection XXIV E.2. of the Consent Decree, insofar as ICI is excepted from such provisions and provided further that the Donors other than ICI and Monsanto Company shall not be required to contribute to payments for Long Term Operation and Maintenance Costs as defined in Section III.N. of the Consent Decree and as set forth in Exhibit A, Schedule IV hereto. The Donors agree by their execution of this Agreement to satisfy all such future calls upon them for contribution to the Trust Estate within 30 days of receipt of such written demand.

2.03 Default. In the event that a Donor fails to make any payment or contribution required by this Agreement, the other Donors shall make that payment or contribution in the same proportions as their individual payments or contributions bear to the total amount of payments or contributions, not including payments or contributions of the defaulting party. Such Donors shall have the right to enforce this Agreement and the Consent Decree against any Donor who fails to make proper payment or contribution pursuant to this Agreement, and to pursue any other applicable remedies against such Donor. Default may be cured by the payment or contribution by the defaulting Donor of all amounts assessed against it hereunder and then due, together with interest as provided in Section 2.04 hereof.

2.04 Interest Obligations of Donors. Except as provided in Section 2.01, payments and contributions are due

within thirty (30) days of receipt of written demand from the Trustee. No interest shall accrue prior to the due date of any payment or contribution. Thereafter, interest shall accrue at the prime rate, as determined by the Trustee, plus two percent.

ARTICLE III

MANAGEMENT COMMITTEE AND PROJECT TEAM

3.01 Management Committee. In recognition of the complexity of the Work and the professional expertise required to supervise and coordinate the Work, a Management Committee shall be established to represent the Donors in the day-to-day transactions regarding the Work. The Management Committee shall be comprised of one representative each from Monsanto Company and ICI and one representative selected collectively by the other Donors.

3.02 Rules of the Management Committee. (a) The Management Committee shall determine the rules by which it shall perform its duties. The Management Committee may permit voting by proxy, meetings by telephone, and such other procedures as the Committee members shall decide in their discretion are appropriate. In all matters, the Donors agree to cooperate in an effort to achieve a consensus. Failing to achieve such a consensus, the decision of a majority of the committee members voting on an issue shall control, provided that no decision shall be made pursuant to this Section without the concurrence of Monsanto Company, which concurrence shall not be unreasonably

withheld. In the event of a tie or deadlock of the Management Committee, the controlling decision shall be that of those Committee members which include Monsanto Company.

(b) In making any decision concerning the use of any Donor's real property for purposes of staging or storage in connection with the Work, the Management Committee will consult with such Donor concerning such staging or storage. The Management Committee will consider the views presented by any Donor and will accommodate such views to the extent it deems practicable. The Donors acknowledge that the implementation of the Work may involve the temporary disruption of the Site, including the use of drilling equipment, excavation and earth moving machinery and the transportation of materials and equipment over the roadways and properties within the Site. It is the intention of the Donors, however, to take all steps reasonably practicable to minimize interference with the ongoing business affairs of the Donors which own and use property within the Site. Recognizing the foregoing, the Parties hereto agree that to the extent reasonably practicable, all materials and equipment required for use in undertaking the Work shall be stored on the Mark-Phillip Trust Property (exclusive of the Boston Edison transmission easement.) Further, in developing the work plans for the implementation of the Work, the Donors shall incorporate all measures reasonably practicable to minimize interference with the Donors' business activities. In the event that any Donor determines that any activity of any other Donor

undertaken in furtherance of the Work is causing unreasonable interference with the affected Donor's business or use of property, the affected Donor shall have the right to petition the Management Committee for relief from such interference. Upon receipt of such a petition for relief, the Management Committee shall meet to discuss such requests and take such action as is reasonably practicable to minimize any interference. The Petition process shall not, however, limit the decision-making authority of the Management Committee or provide any Donor with any rights of review not otherwise provided in this Agreement.

3.03 Authority of Management Committee. Except as otherwise provided in this Agreement, the Donors hereby authorize, and the Trustee hereby delegates the power and duty to, the Management Committee to take all such action as the Management Committee deems necessary or appropriate for the supervision and coordination of the Work. The authority of the Management Committee shall include, without limitation, the authority, consistent with this Agreement and the Consent Decree, to (1) direct the affairs of the Trustee; (2) make decisions concerning the performance of the Work; (3) conduct meetings of its members; (4) conduct meetings among the Donors and EPA and/or the Commonwealth; (5) coordinate community relations activities, including the conduct of any press conferences and the issuance of press releases, of the Donors in connection with the Site; (6) perform the tasks set forth in Section 3.04 hereof, which tasks may be performed through a Project Team established in accordance

with Section 3.04, (7) approve payments to be made from the Trust; (8) perform such duties as are delegated to it by the Trustee pursuant to Section 6.11 hereof; (9) approve the expenditure of funds from the Remedial Trust Fund and (10) delegate its authority to a designee. The Management Committee shall report to the Donors in writing its decisions, actions, and recommendations so as to keep the Donors reasonably informed of the Work.

3.04 Project Team. Without limiting the authority granted to the Management Committee pursuant to Section 3.03, the Management Committee shall be authorized to designate and employ a technical subcommittee of the Management Committee, a project manager, a Project Coordinator (as defined in the Consent Decree), engineers, technicians, clerks, agents, accountants and counsel (such personnel being hereinafter collectively referred to as the "Project Team"). The responsibilities of the Project Team shall include, without limitation, (a) monitoring, coordination and implementation of the progress of the Work; (b) certification or verification, as appropriate, of the satisfactory progress of the Work; (c) verification or certification, as appropriate, of the proper completion of the activities and payment due for such activities pursuant to Section 4.02 hereof; (d) preparation of invitations for bids or requests for proposals; (e) advice on selection of contractors and subcontractors, on management of change orders, and on settlement of protests, claims, disputes and other related

procurement matters so as to assure that the Work is performed in accordance with the Consent Decree; (f) preparation of expenditure forecasts pursuant to Section 7.02(b) and such other reports and plans as may be required by the Consent Decree; (g) coordination of communication regarding the Work among the parties hereto and the United States and the Commonwealth; and (h) oversight of the performance of the daily activities during the Work. The Management Committee shall have the absolute right to dismiss any such personnel for any reason, with or without cause.

ARTICLE IV

RETENTION OF PROFESSIONAL AND OTHER SERVICES

4.01 Accountants. The Trustee may, with the concurrence of the Management Committee, employ an independent certified public accounting firm to perform auditing and accounting services for the Trust Fund (the "Accountants"). Such services may include, without limitation, (a) the preparation of reports pursuant to Article VII hereof; (b) the auditing of invoices submitted by the Contractors (as defined in Section 4.02) and the Project Team, pursuant to Section 5.02 hereof, and claims submitted by the United States or the Commonwealth pursuant to Section 5.01 hereof; and (c) the provision of advice to the Trustee as to the payment of the audited invoices and claims.

4.02 Contractors. The Trustee shall, with the written concurrence of the Management Committee, enter into contracts on

behalf of the Donors with such persons (the "Contractors") selected by the Management Committee to undertake and complete the Work and to carry out the obligations of the Donors under and in accordance with the terms of the Consent Decree.

4.03 Retention and Removal of Other Professional and Employee Services. The Trustee shall, with the concurrence of the Management Committee, employ such attorneys, accountants, custodians, engineers, contractors, clerks, investment counsel and agents or employees (including any firm or entity in which it may have an interest); lease from others, furnish, operate, and maintain office space; and make payments therefor as it shall deem reasonable for the implementation of the purposes of this Trust.

ARTICLE V

PAYMENTS AND REIMBURSEMENTS OF TRUST FUND

5.01 Payments to the United States and the Commonwealth. (a) Within thirty (30) days of the effective date of the Consent Decree, the Trustee shall deliver to the United States the amount of \$377,487.00 and shall deliver to the Commonwealth the amount of \$6,000.00 as reimbursement for response costs incurred prior to the lodging of the Consent Decree by the United States and the Commonwealth in relation to the Industri-Plex Site.

(b) The Management Committee shall review the documentation supplied with the demands by the United States and the Commonwealth for oversight costs incurred after the lodging

of the Consent Decree pursuant to Section XIX C. of the Consent Decree to verify that the claimed costs were incurred and that the amount of the demand was properly calculated. Upon receipt of approval of the Management Committee, the Trustee shall pay the approved amounts within 30 days of receipt of the demands for payment.

(c) In the event that the Donors should become liable for the payment of stipulated penalties pursuant to Section XXIII of the Consent Decree due to failure to comply with the requirements of the Consent Decree, the Trustee, upon the written verifications of such penalties by the Management Committee, shall deliver to the United States and the Commonwealth payments of such penalties, together with a statement that the payment is for stipulated penalties, by the 15th day of the month following the month in which the noncompliance occurred. The Donors' contributions to any penalty payments shall be in the same proportion as their contributions set forth in Exhibit A, Schedule II.B.

(d) All payments made to the United States pursuant to this Section 5.01 shall be made by certified or cashier's check payable to "EPA Hazardous Substances Superfund" and shall be sent by certified mail, return receipt requested to:

EPA Superfund
P.O. Box 371003M
Pittsburgh, PA 15251

Copies of the check and the letter enclosing the check shall be submitted to:

Chief, Environmental Enforcement Section
Land and Natural Resources Division
Department of Justice
10th and Pennsylvania Avenue, N.W.
Washington, D.C. 20530
RE: DOJ # 90-11-2-228

and

Director, Waste Management Division
United States Environmental Protection Agency
Region I
JFK Federal Building
Boston, Mass. 02203
RE: Industri-Plex Site

(e) All payments made to the Commonwealth pursuant to this Section 5.01 shall be made by certified or cashier's check payable to The Commonwealth of Massachusetts and shall be sent by certified mail, return receipt requested to:

Massachusetts Department of the Attorney General
Environmental Protection Division
One Ashburton Place
Boston, Mass. 02108

5.02 Payment of Costs of Work. The Contractors and Project Team shall submit invoices to the Trustee for the fees and expenses of the Work. In addition, invoices shall be submitted to the Trustee for the fees and expenses of movement of the electrical transmission lines located on the Boston Edison Right of Way Number 14 in accordance with the agreement between Boston Edison Company and the other Donors attached hereto as Exhibit C. After the audit, verification and certification of such invoices in accordance with Sections 4.01 and 3.04 hereof, and after receipt of approval of the Management Committee or its

designee, the Trustee shall pay the amount of such invoices to the Contractors, the Project Team, and Boston Edison Company.

5.03 Payment of Expenses and Loans to Industri-Plex Site Interim Custodial Trust. Subject to the approval of the Management Committee, the Trustee shall pay invoices of the trustee of the Industri-Plex Site Interim Custodial Trust (the "Interim Custodial Trust") established pursuant to the Consent Decree (the "Interim Custodial Trustee") for the expenses of administering the Trust. In addition, the Trustee shall make interest-free loans to the Interim Custodial Trustee in such amounts and upon such terms as the Management Committee determines to be necessary and appropriate for the purposes of arranging for the sale of real estate consistent with and as required by the terms of the Consent Decree. Payments and loans shall be based upon estimates of the costs of operation of the Interim Custodial Trust for the following 120 days, which estimates shall be prepared as part of the expenditure forecasts by the Project Team pursuant to Sections 3.04 and 7.02(b) hereof; provided, that the Interim Custodial Trustee may submit a request and invoice to the Trustee for up to \$50,000 for Initial Operating Funding at any time following its acceptance of the Interim Custodial Trust without an estimate of the cost of operations for the following 120 days, and provided further, that the Interim Custodial Trustee may submit a request and invoice to the Trustee at any time for additional funds, provided that such request and invoice is accompanied by a statement explaining why

the funds in the possession of the Interim Custodial Trustee are insufficient to carry out its required duties and why the regular funding procedures would not likely result in timely receipt of the necessary funding. Where approved by the Management Committee, such payments and loans shall be made within thirty days after receipt of such approval by the Trustee. In the event that funds are available, payments and loans for Initial Operating Funding or for needed additional funds, shall be paid as soon as possible. Contributions for such payments and loans shall be charged to the Donors according to Schedule II of Exhibit A hereto, and shall be demanded and paid pursuant to Section 2.02 hereof. The failure of a Donor to make a payment or contribution required for the purposes of this Section shall be a default subject to Section 2.03 hereof, and delinquent payment of contributions shall be subject to the imposition of interest pursuant to Section 2.04 hereof.

5.04 Payment to the Industri-Plex Site Long-Term Custodial Trust. Subject to the approval of the Management Committee, the Trustee shall pay to the trustee of the Industri-Plex Site Long-Term Custodial Trust (the "Long-Term Custodial Trust") the amount determined by the Interim Custodial Trustee (with the approval of EPA and the Commonwealth) to be necessary to provide adequately for the custodial care of any property to be held by the Long-Term Custodial Trust, including but not limited to trustee's fees, insurance, maintenance and security. Where approved by the Management Committee, payment shall be made

within thirty days after receipt of such approval by the Trustee. Contributions for such payment shall be allocated among the Donors according to Schedule IV of Exhibit A hereto, and shall be demanded and paid pursuant to Section 2.02 hereof. The failure of a Donor to make a payment of contribution required for the purposes of this Section shall be a default subject to Section 2.03 hereof, and delinquent payment of contributions shall be subject to the imposition of interest pursuant to Section 2.04 hereof.

ARTICLE VI

TRUSTEE'S POWERS

The Trustee shall have, in addition to those powers specified elsewhere herein and the general powers of the office, the following powers with respect to the Remedial Trust Fund, which powers shall be exercised in a fiduciary capacity, in the best interest of this Trust and the beneficiaries thereof:

6.01 Payment of Expenses of Administration. To incur and pay any and all charges, taxes and expenses upon or connected with this Trust or the Remedial Trust Fund in the discharge of its fiduciary obligations under this Agreement.

6.02 Retention of Property. To obtain, hold and retain all or any part of the Remedial Trust Fund in the form in which the same may be at the time of the receipt by the Trustee, as long as it shall deem advisable, notwithstanding that the same may not be authorized by the laws of any state or rules of any

court for the investment of trust funds, and without any liability for any loss of principal or income by reason of such retention.

6.03 Preservation of Principal. Notwithstanding any other provision in this Agreement, to at all times hold, manage and invest the assets of this Trust in a manner designed to preserve the principal of this Trust and, consistent with preservation of the principal of the Trust, to maximize the principal and income derived therefrom, for the purposes of this Trust.

6.04 Investment of Trust Estate. Pending use of the Trust Estate for the purpose of this Trust, to invest and reinvest all or any part of the Trust Estate (including any undistributed income therefrom), at the direction and in accordance with the written instructions of the Management Committee, which direction and instructions shall be limited to investments in United States direct obligations, obligations guaranteed by agencies of the United States government, common trust funds or mutual funds that invest in United States direct or guaranteed obligations, bank certificates of deposit to the extent such are insured by the federal government, common trust funds or money market funds that invest in short-term municipal bonds, and short-term money market funds administered by the Trustee. In all cases, however, the total investments must be sufficiently liquid to enable the Trust to fulfill the purposes of the Trust and to satisfy obligations as they become due.

Nothing in this Section 6.04 shall be construed as authorizing the Trustee to carry on any business or to divide the gains therefrom. The sole purpose of this Section 6.04 is to authorize the investment of the Trust Estate or any part thereof as may be reasonably prudent pending use of the Trust Estate for the purpose of the Trust.

6.05 Management of Trust Estate. Without any business objective, and as may be incidental or advisable in connection with the purpose of this Trust as set forth in Section 1.01, to sell, exchange, partition or otherwise dispose of all or any part of the Trust Estate at public or private sale, without prior application to or approval by or order of any court, upon such terms and in such manner and at such prices as it shall determine.

6.06 Extension of Obligations and Negotiations of Claims. To renew or extend the time of payment of any obligation, secured or unsecured, payable to or by this Trust, for as long a period or periods of time and on such terms as it shall determine, and to adjust, settle, compromise and arbitrate claims or demands in favor of or against this Trust, including claims for taxes, upon such terms as it deems advisable, upon obtaining approval of or direction from a majority of the Donors.

6.07 Registration of Securities. To hold any stocks, bonds, securities, and other property in the name of a nominee, in street name, or by other title-holding device, without indication of trust.

6.08 Location of Assets. To hold any property belonging to the Trust at any place in the United States.

6.09 Authority to Represent Donors. Upon obtaining written approval and direction from a majority of the Donors not then in default of their obligations under this Agreement (the "Non-defaulting Donors"), to represent Donors with regard to any matter concerning this Trust or its purpose before any federal, state or local agency or authority which has authority or attempts to exercise authority over the work required by the Consent Decree or over any matter which concerns the Consent Decree or this Agreement, and to invoke the dispute resolution procedure pursuant to Section XXII of the Consent Decree. This authority may be delegated in writing by the Trustee to the Management Committee. All costs incurred by the Trustee, including, but not limited to attorneys fees, pursuant to this Section 6.09 shall be paid by Donors in accordance with Sections 2.02, 2.03 and 8.06 of this Agreement.

6.10 Institution of Litigation. To institute litigation in the name of the Trust on behalf of or in the name of all consenting and Non-defaulting Donors, upon obtaining written approval and direction from a majority of the Non-defaulting Donors, against any party that refuses to participate in the settlement provided by the Consent Decree, or any party that agrees to participate in the settlement but fails to make payments in accordance with Section 2.01 hereof, or fails to make additional payments as provided in Section 2.02 hereof, or fails

to make payment for fines or penalties in accordance with Section 5.01 hereof. A Donor may, upon written notice to the Trustee and other Donors, elect not to participate in such litigation, in which case it will not share in any recovery or costs associated with such litigation. All such costs incurred by the Trustee, including but not limited to attorneys fees, pursuant to this Section 6.10 shall be paid in accordance with Sections 2.02, 2.03, and 8.06 of this Agreement.

6.11 Delegation of Ministerial Powers. Subject to the approval of the Management Committee, to delegate to the Management Committee and other persons such ministerial powers and duties as the Trustee may deem to be advisable.

6.12 Appointment of Successor Interim Custodial Trustee. To appoint successor trustee(s) as needed for the Interim Custodial Trust, upon written approval of and direction from a majority of Non-defaulting Donors.

6.13 Powers of Trustee to Continue until Final Distribution. To exercise any of such powers after the date on which the principal and income of the Remedial Trust Estate shall have become distributable and until such time as the entire principal of, and income from, the Remedial Trust Estate shall have been actually distributed by the Trustee. It is intended that the Trust terminate following the completion of the Work and final distribution of the Trust Estate.

6.14 Discretion in Exercise of Powers. To do any and all other acts which it shall deem proper to effectuate the powers specifically conferred upon it by this Agreement.

ARTICLE VII

ACCOUNTS AND RECORDS

7.01 Separate Records To Be Kept. The Trustee shall keep, or direct the Accountants, if any, to keep, proper books of records and accounts, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Remedial Trust Fund. All such books of records and accounts shall be preserved and retained for at least 6 years after the completion of the Work.

7.02 Reports. (a) Within 30 days of the close of each calendar quarter, the Trustee shall present to the Donors (i) a statement of receipts and disbursements consisting of the Trust balance at the beginning of such quarter, the receipts and disbursements for such quarter and the Trust balance at the end of such quarter; (ii) a statement of Trust assets as of the close of such quarter that is in agreement with the ending Trust balance shown in such statement of receipts and disbursements. By each March 31, the Trustee shall present to the Donors a statement of receipts and disbursements and a statement of trust assets for the prior year ended December 31, accompanied by a report of the Accountants stating that an audit of such financial statements has been made in accordance with generally accepted auditing standards, stating the opinion of such Accountants in

respect of the financial statements and the accounting principles and practices reflected therein and as to the consistency of the application of the accounting principles, and identifying any matters to which such Accountants take exception and stating, to the extent practicable, the effect of such exception on such statements; and (iii) a copy of all accountings received from the Interim Custodial Trustee for such quarter.

(b) Within 60 days of the effective date of this Agreement, and every 90 days thereafter, the Trustee shall submit to the Donors, the U.S. and the Commonwealth the expenditure forecasts prepared by the Project Team pursuant to Section 3.04. Such forecasts shall include cash flow projections that project the level of funds that will be necessary to pay for all site-related obligations, including but not limited to the obligations described in Sections 1.01, 5.03 and 5.04 hereof, for the succeeding 120 day period, the current balance of the Trust Fund and the projected balance of the Trust Fund at the end of the 120 day period. The expenditure forecasts to be submitted to the U.S. EPA shall be sent, postage prepaid, to:

Director, Waste Management Division
United States Environmental Protection Agency
Region I
JFK Federal Building
Boston, Mass. 02203
RE: Industri-Plex Site

As to the Commonwealth:

Chief, Environmental Protection Division
Department of the Attorney General
One Ashburton Place
Room 1902
Boston, Mass. 02108-1698

7.03 Right to Inspect. The Donors and each of them shall have the right at all reasonable times and upon reasonable notice to inspect all records, accounts, and data of the Trustee relating to the Trust Fund.

ARTICLE VIII

CONDITIONS OF TRUSTEE'S OBLIGATIONS

The Trustee accepts the Trust imposed upon it by this Agreement but only upon and subject to the following express terms and conditions:

8.01 Limitation of Duties, Obligations and Power.

(a) The Trustee shall manage the Trust Estate in accordance with the powers and within the limitations fixed by this Agreement.

(b) The Trustee shall act on behalf of the Donors pursuant to such directions of the Donors, the Management Committee and the Project Team as shall be in conformity with this Agreement.

(c) The Donors shall provide to the Trustee the names of the members of the Management Committee and Project Team and the Trustee may rely absolutely on the accuracy of such notification until notified in like manner of any change thereof.

(d) Discretionary Actions (as defined below) shall be taken by the Trustee solely upon directions of the Management Committee. In accordance with Section 10.01, the Donors shall indemnify and hold harmless the Trustee from all losses, claims, liabilities, injuries, damages, and expenses (including, but not limited to, reasonable attorneys' fees and costs of investigation), regarding or arising from any and all Discretionary Actions taken by it pursuant to such directions. The term "Discretionary Actions" shall mean all actions taken by the Trustee other than Investment of the Trust Estate in accordance with Section 6.04 and Management of the Trust Estate in accordance with Section 6.05. All such directions to the Trustee shall be rendered or confirmed in writing. The Trustee expressly disavows any expertise in matters of environmental control, law, reclamation, restoration or any other matter whatsoever related to air, ground, or water pollution or the health and safety of the environment, or remedies for defects therein, and no party to this Agreement shall make any statement or take any action which might imply or give rise to any inference to the contrary.

8.02 Limitation of Liability. In no event shall the Trustee be liable except for its gross negligence or willful misconduct in relation to its duties under this Agreement. The Trustee shall have no responsibility hereunder except to the extent of the duties placed upon the Trustee to hold, administer, deposit, secure, invest and use the Trust Funds as required by

this Agreement, to the extent funds for such purposes are received by the Trustee, to comply with this Agreement, to follow the Donors' and Management Committee's directions which do not conflict with this Agreement and to perform the other express covenants and agreements made by the Trustee under the provisions of this Agreement.

8.03 Reliance on Documentation. The Trustee shall be protected in acting in accordance with the provisions of this Agreement upon any notice, requisition, request, consent, certificate, order, affidavit, letter, telegram or other paper or document which is reasonably believed by it to be genuine and to have been signed or sent by the proper person or persons.

8.04 Right to Demand Documentation. Notwithstanding anything else in this Agreement, in the administration of the Trust Fund, the Trustee shall have the right, but shall not be required, to demand before the disbursement of any cash or in respect of any action whatsoever within the purview of this Agreement, any showings, certificates, opinions, appraisals, or other information, or action, or evidence thereof, in addition to that required by the terms hereof which the Trustee reasonably believes to be necessary or desirable.

8.05 Trustee's Compensations. The Trustee shall be compensated for its services hereunder in accordance with Exhibit B attached hereto. The Trustee shall have a lien upon the Remedial Trust Fund for such compensation, and all reasonable expenses, advances, and counsel fees, and as indemnity for all

liabilities incurred in and about the execution of this Trust and the exercise and performance of the powers and duties of the Trustee hereunder, and the cost and expenses, including reasonable counsel fees, of defending against any claim of such liability (except liabilities, costs or expenses incurred as a result of gross negligence or willful misconduct of the Trustee).

8.06 Limitation on Financial Liability. No provision of this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it, nor to take any action pursuant to this Agreement, whether or not directed to take any such action by the Management Committee, which in the judgment of the Trustee may reasonably conflict with any rule of law, or with the terms of this Agreement or which would be unjustly prejudicial to the Donors not taking part in such direction. When acting pursuant to the direction of the Donors pursuant to this Agreement, the Trustee may take other action deemed proper by the Trustee that is not inconsistent with such direction; provided, however, that the terms of this Section shall not impose any additional duties or responsibilities upon the Trustee.

ARTICLE IX

SUCCESSOR TRUSTEES

9.01 Resignation of Trustee. The Trustee may at any time resign and be discharged from the Trust hereby created by giving not less than 60 days written notice to the Donors, and such resignation shall take effect upon the day specified in such notice, unless a successor Trustee shall have been sooner appointed by the Donors as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of a successor Trustee.

9.02 Removal of Trustee. Notwithstanding Section 9.03 hereof, the Trustee may be removed at any time with or without cause by a decision set forth in writing of the Management Committee or by an instrument or concurrent instruments in writing, delivered to the Trustee and signed by a majority of the Non-defaulting Donors.

9.03 Appointment of Successor Trustee. In the event that the Trustee hereunder shall resign or be removed, or be dissolved, or should be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in the event that the Trustee shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by a majority of the Non-defaulting Donors by an instrument or concurrent instruments in writing, signed by such Donors, or by their attorneys in fact duly authorized in writing, and delivered to the Trustee. Every

successor Trustee shall be a trust company or bank in good standing, if there be such a trust company or bank willing, qualified, and able to accept the trust upon reasonable or customary terms. In the event that no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article within 60 days after a vacancy in the office of Trustee shall have occurred, any Donor and/or any retiring Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it shall deem proper, prescribe or appoint a successor Trustee.

9.04 Transfer to Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge, and deliver to its predecessor, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, rights, powers, trusts, duties, and other obligations hereunder of its predecessor; but such predecessor shall nevertheless, upon written request of a majority of the Donors, execute and deliver an instrument transferring to such successor Trustee all the estates, rights, powers, and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and money held by it to its successor; provided, however, that before any such delivery is required or made, all reasonable, customary and legally accrued fees, advances and expenses of any such

predecessor Trustee shall be paid in full. Should any deed, assignment or instrument in writing from the Donors be required by any successor Trustee for more fully and certainly vesting in such Trustee the estates, rights, powers, and duties hereby vested or intended to be vested in the predecessor Trustee, any and all such deeds, assignments, and instruments in writing shall, on request prior to appointment of the successor Trustee, be executed, acknowledged and delivered by the Donors.

9.05 Merger or Consolidation of Trustee. Any corporation or association into which the Trustee or any successor to it may be merged or converted, or with which it or any successor to it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Trustee or any successor to it shall be a party, shall be a successor Trustee under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, notwithstanding anything to the contrary herein.

ARTICLE X

INDEMNIFICATION

10.01 Indemnification of Trustee. The Donors collectively hereby agree to indemnify and hold harmless the Trustee, its agents and employees, from all losses, claims, liabilities, injuries, damages and expenses (including but not limited to reasonable attorneys' fees and costs of investigation) which the Trustee, its agents or employees may incur or suffer

arising out of this Agreement, the Trust Fund or the performance of the Trustee's obligations or duties relating thereto; provided, however, that the Donors shall not be required to indemnify the Trustee, its agents or employees for losses, claims, liabilities, injuries, damages or expenses arising solely from the Trustee's gross negligence or willful misconduct. Such indemnification shall be shared by the Donors in the proportions set forth in Exhibit A, Schedule II.B. hereto. The Donors shall make payment upon receipt of Trustee's demand. In the event any one or more Donors fail to make timely payment of indemnification after receipt of the Trustee's demand for payment, it shall be the obligation of the other Donors to use good faith efforts to enforce this indemnification provision. If within 90 days of Trustee's demand for payment, such efforts are unsuccessful, the other Donors shall pay the Trustee the deficit amount in proportion to their respective actual contributions to the Trust Fund. Such Donors shall have the right to enforce this provision against those who have failed to make proper payment pursuant to this Section, including the right to reasonable attorneys' fees. Notwithstanding anything to the contrary contained herein, but subject to the following two sentences, the Trustee shall not be required to make any payments in its individual and nonfiduciary capacity in the implementation of this Agreement. The Trustee hereby agrees to indemnify and hold harmless the Trust Fund, the Donors, the Management Committee, the Project Team and the Accountants, and their agents and employees (the "Cross-

Indemnified Parties"), for all losses, claims, liabilities, injuries, damages and expenses (including without limitation reasonable attorneys' fees and expenses and costs of investigation) which the Cross-Indemnified Parties may incur or suffer arising out of or relating to the gross negligence or willful misconduct of the Trustee or its agents or employees. The Trustee shall make payment promptly for any undisputed indemnity obligation under this Agreement.

10.02 Indemnification of Management Committee, Project Team, Accountants and Other Professionals. The Donors collectively hereby agree to indemnify and hold harmless the Management Committee, the Project Team and the accountants and other professionals engaged pursuant to Section 4.03 of this Agreement and their agents and employees (the "Indemnified Parties") for all losses, claims, liabilities, injuries, damages and expenses (including but not limited to reasonable attorneys' fees and costs of investigation) which the Indemnified Parties may incur or suffer arising out of this Agreement, the Trust Fund or the performance of their obligations or duties relating thereto; provided, however, that the Donors shall not be required to indemnify any Indemnified Party for losses, claims, liabilities, injuries, damages or expenses arising solely from its gross negligence or willful misconduct. Such indemnification shall be shared by the Donors in the proportions set forth in Exhibit A, Schedule B hereto. The Donors shall make payment upon receipt of demand by an Indemnified Party. In the event any one

or more Donors fail to make timely payment of indemnification after receipt of such demand, it shall be the obligation of the other Donors to use good faith efforts to enforce this indemnification provision. If within 90 days of the demand for payment, such efforts are unsuccessful, the other Donors shall pay the Indemnified Party the Deficit amount in proportion to their respective actual contributions to the Trust Fund. Such Donors shall have the right to enforce this provision against those who have failed to make proper payment pursuant to this Section, including the right to reasonable attorneys' fees.

10.03 Survival of Indemnification. Notwithstanding any other provision hereof, the obligations of the Donors and the Trustee with respect to Sections 8.01, 10.01 and 10.02 above shall survive the termination of this Agreement.

10.04 Disputes Concerning Indemnity Obligations. Any dispute that arises under or with respect to any Indemnity obligation hereunder shall be subject to informal negotiations between the parties to the dispute for a period of up to thirty (30) days from the time notice of the existence of a dispute is given. The period for negotiations may be extended by agreement between the parties to the dispute. The party making the objection shall not be required to make payment during the pendency of the dispute.

ARTICLE XI

TERMINATION OF TRUST

11.01 Termination of Trust. This Trust shall not terminate until the completion of the Work as determined under Section XXIX of the Consent Decree. In the event that the Court shall issue an order rejecting the motion to enter the Consent Decree or entering the Consent Decree with modifications not approved by all parties to the Consent Decree, this Trust shall terminate. The Management Committee shall give the Trustee prompt written notification as to when the Work has been completed in accordance with the terms of the Consent Decree.

11.02 Distribution of Trust Fund Upon Termination.
Upon termination of this Trust, the Trustee shall liquidate the assets of the Trust and thereupon distribute the entire remaining Trust Estate, including all accrued, accumulated and undistributed net income, in accordance with the provisions of Exhibit C to the extent applicable, and otherwise to the Donors in proportion to their respective actual contributions to the Trust Fund during the term of the Trust. If any Donor, or its successor, cannot be located within one hundred eighty (180) days after the termination date after diligent effort, its share of the Trust shall be deemed to be waived, and the Trustee shall distribute that share to the remaining Donors in proportion to their respective actual contributions to the Trust Fund during the term of the Trust.

ARTICLE XII

MISCELLANEOUS

12.01 Covenant Not To Sue. Each Donor hereby covenants not to sue, or to maintain or assert any claim against any other Donor hereunder in connection with any claim arising out of or relating to Covered Matters as defined in the Consent Decree or the alleged storage, treatment, handling, disposal, transportation, presence, actual or threatened release, or discharge of any materials at, to, on, onto, in, into, upon, from or near the Industri-Plex Site, including but not limited to claims for payments or contribution made under this Agreement, claims for diminution in value of a Donor's property, and claims relating to the Site that have been or could have been asserted in Augustine P. Sheehy v. William F. D'Annolfo, et al., Middlesex County (Massachusetts) Superior Court, Civil Action No. 87-292, and Augustine P. Sheehy v. Lipton Industries, Inc., Middlesex County (Massachusetts) Superior Court, Civil Action No. 82-3883. These covenants not to sue shall not apply with regard to (1) claims to enforce the terms of this Trust Agreement or the Consent Decree, (2) claims for contribution or indemnification arising out of or relating to suits or administrative actions by the United States or the Commonwealth or subsequent suits by persons or entities not a party to the Consent Decree; and (3) claims arising out of or based upon Hazardous Substances brought to the Site after October 28, 1988.

12.02 Particular Words. Any word contained in this text of this Agreement shall be read as a singular or plural and a masculine, feminine or neuter as may be applicable or permissible in the particular context. Unless otherwise specifically stated the word "person" shall be taken to mean and include an individual, partnership, association, company or corporation.

12.03 Severability of Provisions. If any provision of this Agreement or its application to any person or entity or in any circumstances shall be invalid and unenforceable, the application of such provision to persons or entities and in circumstances other than those as to which it is invalid or unenforceable and the other provisions of this Agreement, shall not be affected by such invalidity or unenforceability.

12.04 Notices Under Agreement. Any notice required by this Agreement to be given to the Donors shall be deemed to have been properly given when mailed, postage prepaid, by registered or certified mail, to the person to be notified as set forth by the Donor at the time of making its contributions. Any Donor may change that address by delivering notice thereof in writing to the Trustee. Any notice required by this Agreement to be delivered to any other person or entity shall have deemed to have been properly delivered when mailed, postage prepaid, by registered or certified mail, to the person to be notified at the last known address of such a person or entity, according to the records of the one giving notice.

12.05 Counterparts of Agreement. This Agreement has been executed for the convenience of the parties hereto in counterparts, any one of which for all purposes shall be deemed to have the status of an executed original.

12.06 Governing Jurisdiction. This Agreement shall be enforceable against the Trustee in any court of competent jurisdiction in the State of Missouri. This Agreement shall be enforceable against any Donor in the United States District Court for the District of Massachusetts or other court of competent jurisdiction in the Commonwealth of Massachusetts or State of Missouri. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Missouri.

12.07 No Transferability of Obligations to the Trust. The obligation of the Donors to contribute funds pursuant to Article II hereof is not transferable except to a successor corporation or corporations.

12.08 Alterations and Amendments. The Donors, acting by unanimous vote of the Non-defaulting Donors, and the Trustee may from time to time and at any time during the term of this Trust, alter or amend this Agreement, in whole or in part. Any such alteration or amendment shall be consistent with the Consent Decree and notice thereof shall be given to the United States and the Commonwealth pursuant to Section VIII D. of the Consent Decree. Such alteration or amendment must be in writing and be signed by all Non-defaulting Donors. The Trustee shall give notice of such action to Donors as provided in Section

12.04. No such alteration or amendment, however, shall be effective without the Trustee's written consent.

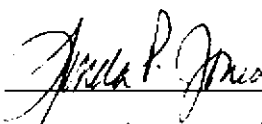
12.09 Control by Donors. The Donors agree to cooperate in an effort to achieve a consensus. Failing to achieve such a consensus, whenever the approval, direction or other action by a majority of the Donors is required pursuant to this Agreement, no such approval, direction or other action shall be made or taken without the concurrence of Monsanto Company, which concurrence shall not be unreasonably withheld. In the event of a tie or deadlock of the Donors, the controlling decision shall be that of those Donors which include Monsanto Company. Furthermore, a majority of the Donors may at any time direct the Trustee in writing to take any action or to refrain from taking any action provided that (a) such direction does not conflict with the Donors' obligations under the Consent Decree or this Agreement, and (b) no such direction shall be made pursuant to this section without the concurrence of Monsanto Company, and in the event of a tie or deadlock among the Donors, the controlling decision shall be that of those Donors which include Monsanto Company. This provision is not intended to alter in any way other provisions of this Agreement which confer authority upon the Trustee to manage the Trust. In making any decision concerning the use of any Donor's real property for purposes of staging or storage in connection with the Work, the Donors will consult with such Donor concerning such staging or storage. The Donors will consider the views presented by any Donor and will

accommodate such views to the extent they deem, by majority vote as defined hereunder, practicable. The preceding two sentences shall not, however, limit the provisions of this Section 12.09 concerning the making of decisions by the Donors.

12.10 No Authority to Conduct Business. The purpose of this Trust is limited to the matters set forth in this Agreement. This Agreement shall not be construed to confer upon the Trustee any authority to conduct business. The object of this Trust is specifically limited to the matters set forth herein and there is no objective to carry on any business or to divide the gains therefrom.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal by persons authorized to sign on their behalf by signing an authorization form attached hereto as of the day and year first written above.

MERCANTILE BANK, N.A.,
as Trustee

By: 
Name: Linda P. Jones
Title: Pension Trust Officer

**INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM**

Stauffer Chemical Company has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of Stauffer Chemical Company.

Signed: Gary L. Ford
Name: Gary L. Ford
Title: Assistant Director of Law
Date: 5/1/89

ACCEPTANCE:

By: _____

Title: _____

**INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM**

Stauffer Management Company has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of Stauffer Management Company.

Signed: _____



Name: _____

A. C. Perrino

Title: _____

Vice President

Date: _____

May 1, 1989

ACCEPTANCE:

By: _____

Title: _____

**INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM**

ICI American Holdings Inc. has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

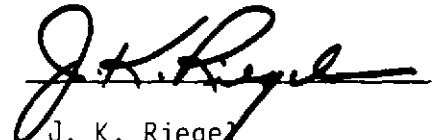
I certify that I am the duly authorized representative of ICI American Holdings Inc..

Signed: _____

Name: _____

Title: _____

Date: _____


J. K. Riegel
Vice President
5-1-89

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM

Monsanto Company has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of Monsanto Company.

Signed:



Name:

W. W. Varnado

Title:

Director, Remedial Projects

Date:

April 26, 1989

ACCEPTANCE:

By: _____

Title: _____

**INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM**

Aero Realty Trust has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of Aero Realty Trust.

Metrophane Zayka, JR.
Metrophane Zayka, JR., as trustee and not individually

Nicholas Zayka
Nicholas Zayka, as trustee and not individually

Peter Zayka
Peter Zayka, as trustee and not individually

Signed:

Richard G. Mizzoni

Name:

Richard G. Mizzoni

Title:

PRES

Date:

April 28, 1989

ACCEPTANCE:

By: _____

Title: _____

**INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM**

Boston Edison Company has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of Boston Edison Company.

Signed:

C. Bruce Damrell

Name:

C. Bruce Damrell

Title:

Vice President

Date:

May 4, 1989

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM

THE BOYD CORPORATION has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of THE BOYD CORPORATION.

Signed: James C. Boyd
Name: JAMES C. BOYD
Title: PRESIDENT
Date: 5/3/89

ACCEPTANCE:

By: _____

Title: _____

**INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM**

Stephen & Adeline Dagata have ~~XXXX~~ has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of Stephen & Adeline Dagata.

Signed: _____

Name: _____

Title: _____

Date: _____

Stephen Dagata

Stephen Dagata

Co-owner

May 3, 1989

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM

SUNDER K. Ganglani & Hiro K. Ganglani has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of _____.

Signed: _____

Name: _____

Title: _____

Date: _____

ACCEPTANCE:

Hiro K. Ganglani
SK. Ganglani

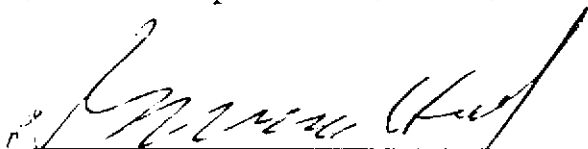
By: _____

Title: Co. OWNER.

INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM

Michael A. Howland, as Trustee of Atlantic Avenue Trust, has agreed to contribute funds to the Industri-Plex site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of Atlantic Avenue Trust.

Signed: 

Name: Michael A. Howland

Title: Trustee, Atlantic Avenue
Trust

Date: May 4, 1989

ACCEPTANCE:

By: _____

Titled: _____

INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM

Michael A. Howland has agreed to contribute funds to the Industri-Plex site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

Signed: _____

Name: Michael A. Howland

Date: May 4, 1989

ACCEPTANCE:

By: _____

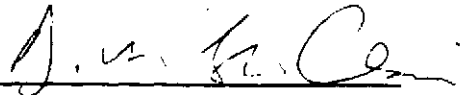
Titled: _____

INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM

Lipton Industries, Inc. has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of Lipton Industries, Inc..

Signed:



Name:

D. W. St. Clair

Title:

Vice President

Date:

May 4, 1989

ACCEPTANCE:

By: _____

Title: _____

**INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM**

Ronald F. Liss has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of donor.

Signed:

Ronald F. Liss

Name:

Ronald F. Liss

Title:

Donor

Date:

May 3, 1989

ACCEPTANCE:

By: _____

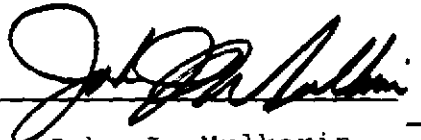
Title: _____

**INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM**

Nodraer Realty Trust has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of Nodraer Realty Trust.

Signed:



Name:

John J. Mulkerin

Title:

Trustee

Date:

May 3, 1989

ACCEPTANCE:

By: _____

Title: _____

**INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM**

Pebco has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of Pebco.

BOSTON SAFE DEPOSIT AND
TRUST COMPANY

Signed: by [Signature]
Name: Dina G. Cirone
Title: Trust Officer
Date: _____

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-FLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM

Positive Start Realty Inc. has agreed to contribute funds to the Industri-Flex Site Remedial Trust Fund as a Donor pursuant to the Industri-Flex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of Positive Start Realty Inc.

Signed:

Robert W. De Rosa

Name:

Robert W. De Rosa

Title:

President

Date:

May 5, 1989

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM

PX Realty Trust has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of PX Realty Trust

Signed:

Paul X. O'Dell

Name:

PAUL X. O'DELL

Title:

TRUSTEE

Date:

5/4/89

ACCEPTANCE:

By: _____

Title: _____

**INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM**

PETER J VOLPE has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of PETER J VOLPE.

Signed: _____



Name: _____

PETER J VOLPE

Title: _____

Date: _____

MAY 3, 1989

ACCEPTANCE:

By: _____

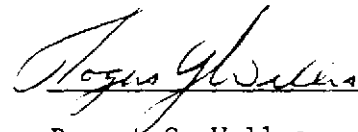
Title: _____

**INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM**

The Welles Company, a Massachusetts limited partnership, Woodcraft Supply Corporation, a Massachusetts corporation, Atlantic Avenue Associates, Inc., a Massachusetts corporation has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of The Welles Company, Woodcraft Supply Corporation and Atlantic Avenue Associates, Inc.

Signed: _____



Name: _____

Rogers G. Welles

Title: _____

President and General Partner

Date: _____

April 28, 1989

ACCEPTANCE: _____

By: _____

Title: _____

**INDUSTRI-PLEX SITE REMEDIAL TRUST AGREEMENT
AUTHORIZATION FORM**

_____ has agreed to contribute funds to the Industri-Plex Site Remedial Trust Fund as a Donor pursuant to the Industri-Plex Site Remedial Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of Winterhill Storehouse Inc..

Signed: _____

Name: _____

Title: _____

Date: _____

Richard D. Bain

Richard D. Bain

President

May 4, 1989

ACCEPTANCE:

By: _____

Title: _____

EXHIBIT A

DONORS

Stauffer Chemical Company; Stauffer Management Company; and ICI American Holdings, Inc. ("ICI")

Monsanto Company ("Monsanto")

Boston Edison Company ("Boston Edison")

The Boyd Corporation ("Boyd")

Stephen Dagata and Adeline Dagata ("Dagata")

Mary E. Fitzgerald and John J. Mulkerin as trustees of The Nodraer Realty Trust ("Nodraer")

Hiro K. Ganglani and Sunder K. Ganglani ("Ganglani")

Michael A. Howland, individually and as trustee of Atlantic Avenue Trust ("Howland")

Lipton Industries, Inc. ("Lipton")

Ronald F. Liss ("Liss")

Massachusetts Bay Transportation Authority ("MBTA")

Richard G. Mizzone, Metrophane Zayka, Jr., Nicholas Zayka, and Peter Zayka as trustees of the Aero Realty Trust ("Aero")

Pebco Company ("Pebco")

Positive Start Realty, Inc. ("Positive Start")

Paul X. O'Neill and Phyllis O'Neill, as trustees of The PX Realty Trust ("PX")

Augustine P. Sheehy, d/b/a/ Dundee Park Properties ("Sheehy")

Peter J. Volpe ("Volpe")

The Welles Company, Woodcraft Supply Corporation, Atlantic Avenue Associates, Inc., (collectively, "Welles")

Winter Hill Storehouse, Inc. ("Winter Hill")

The City of Woburn, Massachusetts ("Woburn")

All Donors on this list other than ICI and Monsanto are hereinafter collectively referred to as "Additional Donors."

EXHIBIT A

SCHEDULE I

**CONTRIBUTIONS FOR REIMBURSEMENT OF
RESPONSE COSTS INCURRED BY THE UNITED STATES
PRIOR TO THE EFFECTIVE DATE OF THE CONSENT DECREE
(Paid pursuant to Section 2.01 of the Trust Agreement
and Section XIX of the Consent Decree)**

<u>Donor</u>	<u>Contribution</u>
Boston Edison	\$ 39,057.27
Boyd	20,595.67
Dagata	18,806.75
Nodraer	19,465.07
Ganglani	18,091.19
Howland	18,864.00
Lipton	18,448.98
Liss	19,164.54
MBTA	19,865.79
Aero	17,733.40
Pebco	18,513.37
Positive Start	19,042.89
PX	27,443.63
Sheehy	18,448.97
Volpe	31,543.82
Welles	19,880.10
Winter Hill	19,157.38
Woburn	<u>19,364.18</u>
TOTAL:	\$ 383,487.00
Amount to be paid to United States:	\$ 377,487.00
Amount to be paid to Commonwealth:	\$ 6,000.00

EXHIBIT A

SCHEDULE II

**CONTRIBUTIONS PERCENTAGES FOR FUNDING OF
REMEDIAL DESIGN AND REMEDIAL ACTION**

**A. Contribution Percentages for Funding of Remedial Design and
Remedial Action up to \$18,000,000:**

1.	Monsanto	50.000%
2.	ICI	45.000%
	(Except Monsanto will pay the first \$1,175,000 of ICI's obligation under this Schedule II)	
3.	Boston Edison	1.659%
4.	Boyd	0.223%
5.	Dagata	0.083%
6.	Nodraer	0.135%
7.	Ganglani	0.028%
8.	Howland	0.088%
9.	Lipton	0.056%
10.	Liss	0.111%
11.	MBTA	0.166%
12.	Aero	0.000%
13.	Pebco	0.061%
14.	Positive Start	0.102%
15.	PX	0.755%
16.	Sheehy	0.056%
17.	Volpe	1.074%
18.	Welles	0.167%
19.	Winter Hill	0.111%
20.	Woburn	<u>0.127%</u>
	TOTAL	100%

B. Contribution Percentages for Funding of Remedial Design and Remedial Action over \$18,000,000:

1.	Monsanto	50.000%
2.	ICI	45.000%
3.	Boston Edison	1.165%
4.	Boyd	0.242%
5.	Dagata	0.153%
6.	Nodraer	0.186%
7.	Ganglani	0.117%
8.	Howland	0.156%
9.	Lipton	0.135%
10.	Liss	0.171%
11.	MBTA	0.206%
12.	Aero	0.099%
13.	Pebco	0.138%
14.	Positive Start	0.165%
15.	PX	0.585%
16.	Sheehy	0.135%
17.	Volpe	0.790%
18.	Welles	0.207%
19.	Winter Hill	0.170%
20.	Woburn	<u>0.181%</u>
Total:		100%

EXHIBIT A

SCHEDULE III

CONTRIBUTION AMOUNTS AND PERCENTAGES
OF THE DONORS TO FUTURE UNITED STATES
AND COMMONWEALTH COSTS INCURRED IN
OVERSEEING THE REMEDIAL ACTION

A. Amounts Additional Donors Shall Contribute to Oversight Costs

1989	\$ 75,000
1990	75,000
1991	75,000
1992	25,000
<hr/>	
Total	\$250,000

B. Additional Donors' Contribution Percentages to Oversight Costs Set Forth in Section A of this Schedule

	<u>First \$216,513¹</u>	<u>\$216,513 - \$250,000²</u>
Boston Edison	5.556%	23.308%
Boyd	5.556%	4.846%
Dagata	5.556%	3.057%
Nodraer	5.556%	3.716%
Ganglani	5.556%	2.342%
Howland	5.556%	3.115%
Lipton	5.556%	2.700%
Liss	5.556%	3.415%
MBTA	5.556%	4.117%

¹ The percentages in this column apply to the first \$216,513 paid pursuant to this schedule III by Boston Edison, Boyd, Dagata, Nodraer, Ganglani, Howland, Lipton, Liss, MBTA, AERO, Pebco, Positive Start, PX, Sheehy, Volpe, Welles, Winter Hill, and Woburn, collectively.

² The percentages in this column apply to the balance of \$33,487 paid pursuant to this schedule III by Boston Edison, Boyd, Dagata, Nodraer, Ganglani, Howland, Lipton, Liss, MBTA, Aero, Pebco, Positive Start, PX, Sheehy, Volpe, Welles, Winter Hill, and Woburn, collectively.

Aero	5.556%	1.984%
Pebco	5.556%	2.764%
Positive Start	5.556%	3.294%
PX	5.556%	11.694%
Sheehy	5.556%	2.700%
Volpe	5.556%	15.795%
Welles	5.556%	4.131%
Winter Hill	5.556%	3.408%
Woburn	5.556%	3.615%
Total:	100%	100%

C. Contribution Percentages to Oversight Costs Over and Above Amounts Contributed by Additional Donors

Monsanto	50%
ICI	50%

Monsanto and ICI shall be obligated to contribute to oversight costs only to the extent that the contributions of the Additional Donors provided for in A and B of this Schedule are insufficient to cover such costs.

EXHIBIT A
SCHEDULE IV

**CONTRIBUTION PERCENTAGES OF THE DONORS FOR THE
PAYMENT OF LONG-TERM OPERATION AND MAINTENANCE COSTS**

Monsanto	50%
ICI	<u>50%</u>
Total	\$100%

EXHIBIT B

TRUSTEE'S COMPENSATION

Mercantile Bank's trustee fee will be as follows:

- For investment services, 15 basis points per quarter on market value of the trust payable at the end of each quarter.
- For attorneys fees, \$155 per hour for professional time and no extra charge for clerical time to support the performance. The \$155 per hour fee will be reviewed at the end of a full year to determine if all parties agree that it is fair based on the experience for that year.
- For administrative services, \$70 per hour for professional time and no extra charge for clerical time to support the professional. The \$70 per hour fee will be reviewed at the end of a full year to determine if all parties agree that it is fair based on the experience for that year.

EXHIBIT C

AGREEMENT FOR REIMBURSEMENT OF COSTS OF
THE MOVEMENT OF ELECTRICAL TRANSMISSION LINES

1. Donor Boston Edison Company, has agreed to undertake to perform work on and to the electrical transmission lines located on Right of Way Number 14 as may be necessary to allow for the performance of remedial actions at the Industri-Plex Superfund Site.

2. Boston Edison Company shall present technical data and engineering justification to the Management Committee for approval prior to any work being undertaken at the Site. Written approval by the Management Committee of the scope of the work to be performed shall, upon written directions to the Trustee, obligate the Trustee to reimbursement subject to the terms of this Agreement.

3. Boston Edison Company agrees to pay the first one hundred thousand dollars (\$100,000.00) of costs and expenses incurred for work related to the transmission lines. The Boston Edison Company shall be reimbursed pursuant to this Agreement for all costs in excess of one hundred thousand dollars (\$100,000.00) up to a maximum aggregate reimbursement of one hundred and fifty thousand dollars (\$150,000.00). Payments shall be made in four (4) annual installments. Payments shall only be made for costs incurred. Payments shall be made by the Trustee in accordance with Section 5.02 of the Remedial Trust Agreement.

4. On October 31 of each year beginning with October 31, 1989, Boston Edison Company shall submit to the Management Committee a statement of costs incurred in accordance with this agreement. The Management Committee shall review the cost documentation supplied with the statements by the Boston Edison Company to certify that the claimed costs were incurred and that the amount thereof were properly calculated. Upon receipt of written approval of the Management Committee, the Trustee shall pay the amounts demanded within 30 days of receipt of the demand for payment.

10.2

APPENDIX IV

THE INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

We, STAUFFER CHEMICAL COMPANY; STAUFFER MANAGEMENT COMPANY; ICI AMERICAN HOLDINGS, INC.; MONSANTO COMPANY; ATLANTIC AVENUE ASSOCIATES, INC.; BOSTON EDISON COMPANY; THE BOYD CORPORATION; STEPHEN DAGATA and ADELINE DAGATA; MARY E. FITZGERALD and JOHN J. MULKERIN, as TRUSTEES OF THE NODRAER REALTY TRUST; HIRO K. GANGLANI and SUNDER K. GANGLANI; MICHAEL A. HOWLAND, individually and as TRUSTEE OF THE ATLANTIC AVENUE TRUST; LIPTON INDUSTRIES, INC.; RONALD F. LISS; MASSACHUSETTS BAY TRANSPORTATION AUTHORITY; RICHARD G. MIZZONI, METROPHANE ZAYKA, JR., NICHOLAS ZAYKA and PETER ZAYKA, as TRUSTEES OF THE AERO REALTY TRUST; PAUL X. O'NEILL and PHYLLIS O'NEILL, as TRUSTEES OF THE P.X. REALTY TRUST; PEBCO COMPANY; POSITIVE START REALTY, INC.; AUGUSTINE P. SHEEHY; PETER J. VOLPE; THE WELLES COMPANY; WINTER HILL STOREHOUSE, INC.; CITY OF WOBURN; and WOODCRAFT SUPPLY CORPORATION (collectively, the "Declarants"), pursuant to the terms of the Consent Decree in United States of America v. Stauffer Chemical Company, et al., Civil Action N. 89-0195-Mc, (D. Mass.) (the "Consent Decree") which mandates that we establish a Custodial Trust, and pursuant to the obligations which we have assumed under the Consent Decree and in consideration of having assumed said obligations, as of this _____ day of April, 1989, hereby declare Resources for Responsible Site Management, Inc. ("RRSM") to be Trustee (the

"Trustee"), and said RRSM agrees to act as Trustee and to hold and dispose of property transferred to the Trustee pursuant to the terms of the Consent Decree and all additions thereto in accordance with the terms of this instrument.

ARTICLE I

DEFINITIONS

Incorporation of Certain Definitions. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Consent Decree.

ARTICLE II

NAME AND PURPOSE OF TRUST; ACCEPTANCE AND ESTABLISHMENT OF TRUST

2.01 Name. This Trust shall be known as "The Industri-Plex Site Interim Custodial Trust" (hereinafter sometimes referred to as "this Trust").

2.02 Trust Purpose. The purpose of this Trust is to hold and manage property transferred to it, pursuant to and to satisfy and implement the provisions of the Consent Decree, to arrange for the sale of as much of the real estate of the trust as may be salable, to distribute the proceeds of such sales as described herein and to facilitate the transfer of any remaining real estate and other trust property as described herein. It is not the objective or purpose of this Trust to carry on a business and/or divide the gains therefrom.

2.03 No Deemed Transfers. By signing this instrument, no Declarant shall be deemed to have transferred or abandoned any

property, interest in property, or rights in property currently owned by Declarants.

2.04 Acceptance of Trust. By executing this Trust Agreement, the Trustee hereby accepts the trust, duties, obligations and requirements specifically imposed on it by this Agreement, the fiduciary trust obligations established by the laws of the Commonwealth of Massachusetts, and agrees to carry out and perform, punctually, such duties, obligations, and requirements (and only such duties, obligations and requirements) as set forth in this Trust.

2.05 Date of Establishment of Trust. This Trust shall be established and become effective when all Declarants have executed this Trust Agreement and it has been accepted by the Trustee.

ARTICLE III

DUTIES OF THE TRUSTEE

3.01 Mark-Phillip Trust Property. The Trustee shall:

(a) receive and hold title to the real estate transferred to it from the Mark-Phillip Trust and William A. D'Annolfo (the "MPT Property" as defined in the Consent Decree) pursuant to Article IX B. of the Consent Decree;

(b) sell all salable parcels of the MPT Property in accordance with Section 3.03 hereof;

(c) distribute the proceeds of sale of any parcel of the MPT Property in accordance with Section 4.02 hereof;

(d) inaugurate and, during its period of ownership, comply with the Institutional Controls on all MPT Property in accordance with Section X of the Consent Decree;

(e) provide access to such property in accordance with Section XV A. of the Consent Decree;

(f) employ all reasonable measures to prevent unauthorized entry upon or use of the real property in its possession or control;

(g) adequately insure the real property against loss due to casualty or third party liability;

(h) neither conduct nor allow others to conduct any activity on the MPT Property other than the performance of the Work or other activities required or permitted by the Consent Decree; and

(i) comply with all relevant Sections of the Consent Decree and the Settlers under the Consent Decree other than the Mark-Phillip Trust shall have the right and power to compel the Trustee to so comply.

3.02 Operating Expenses.

(a) Immediately following acceptance of the Trust the Custodial Trustee shall notify the Trustee of the Industri-Plex Site Remedial Trust established by the Consent Decree (respectively the "Remedial Trustee" and the "Remedial Trust") and request initial funding in the sum of \$50,000 (the "Initial Operating Funding"). The Trustee shall be required to take no action until the Trustee shall be in receipt of the Initial

Operating Funding. The Initial Operating Funding may be applied to expenses incurred by the Trustee in advance of acceptance for legal fees and expenses, provided such fees do not exceed \$25,000. The Initial Operating Funding shall be used for operation of this Trust (including but not limited to administrative expenses, costs of insurance and expenses of complying with the Consent Decree) for the period through the first 120 days of operation.

(b) Within 90 days of receipt of the Initial Operating Funding and every 90 days thereafter, the Trustee shall notify the Remedial Trustee of the estimated costs of operation (including a reasonable contingency fund) for subsequent 120 day periods of operation which cannot be paid from the Initial Operating Funding or other assets of the Trust. The Trustee shall in each such notification request that the Remedial Trustee pay those expenses which are not incurred in connection with the sale of MPT Property, and advance as interest free loans that amount which is related to the sale of the MPT Property to this Trust within 30 days of such notification. The Trustee shall provide the Remedial Trustee with a full accounting of the use of the Initial Operating Funding, including whether its use warrants its categorization as an advance or as a payment.

(c) In the event that the Trustee at any time determines that it is in possession of insufficient funding to carry out any of its required duties under the Custodial Trust and believes that the above specified funding procedures would

not likely result in timely receipt of the necessary funding, the Trustee shall simultaneously notify both the Remedial Trustee and the members or designated representatives of the Management Committee established pursuant to the Remedial Trust of the amount of funds needed, as well as the purposes and urgency thereof.

(d) RRSM shall be compensated for its activities as Trustee in accordance with the schedule contained in Exhibit I hereto.

3.03 Sale of MPT Property. Subject to the notice and approval provisions of Section IX D. of the Consent Decree, the Trustee shall sell all of the salable portions of the MPT Property at such times and upon such terms as the Trustee determines to be appropriate. The Trustee is specifically authorized to pursue a sale of all of the MPT Property to a single buyer, even if the proceeds of such sale would be less than the proceeds which might be realized through the sale of such property in parcels. All of the salable portions of the MPT Property shall be sold not later than four years from the date of certification of completion of the Work, unless a longer period of time is agreed to by Monsanto Company ("Monsanto") and ICI American Holdings, Inc. ("ICI"). The Trustee shall not sell any MPT Property without obtaining the prior written approval for such sale from Monsanto and ICI. Monsanto and ICI are the only Declarants who shall have any right or authority to approve such extension of time and/or such sale or sales, and in exercising

such right or authority Monsanto and ICI shall not act as agents or representatives of any of the other Declarants. Upon each such sale, the Trustee shall provide copies of the closing documents to the Remedial Trustee and all other entities as required by Section IX D. of the Consent Decree.

3.04 Application for Tax Abatements. The Trustee shall make all necessary applications for abatements from property taxation and provide such additional information to the City of Woburn, Massachusetts (the "City") as is necessary to insure that the City does assess and continues to assess the MPT Property at zero or at such other value or in such other manner or form that no real estate tax liability is imposed on the MPT Property.

3.05 Long-Term Custodial Fund. If any of the MPT Property is deemed unsalable pursuant to Section 4.01 hereof, after the sale of all other portions of the MPT Property, the Trustee shall estimate the amount, not provided for by other sources, necessary to provide adequately for the custodial care of the unsalable property, including but not limited to trustee's fees and expenses, insurance, maintenance, and security. The Trustee shall submit a proposed statement of that estimated amount, including an explanation of the expenses that the Trustee believes should be funded, the projected levels of such expenses over time, and the bases for its projections, to the Remedial Trustee, EPA, and the Commonwealth. The Trustee shall revise the Statement as necessary until the Statement is approved by EPA and the Commonwealth; provided that the Trustee shall not be required

to recommend a lower level of funding for custodial care of the unsalable property than the Trustee deems appropriate.

ARTICLE IV

DISTRIBUTION OF TRUST PROPERTY AND TERMINATION OF TRUST

4.01 Unsalable Property. If the Trustee determines that any of the MPT Property is not salable, the Trustee shall submit to the Remedial Trustee, EPA, and the Commonwealth a report describing such property, its efforts to sell the property, and its reasons for concluding that the property is not salable. If EPA or the Commonwealth disagrees with the Trustee's determination as to any of such property, the Trustee shall make further appropriate efforts to sell the property not agreed to be unsalable and shall report its further efforts and the results thereof to EPA and the Commonwealth. If EPA, the Commonwealth, and the Trustee agree that all reasonable efforts have been made to sell any MPT Property remaining in the Trustee's possession, such property shall be deemed unsalable and the Trustee shall establish a Long-Term Custodial Trust by instrument in the form attached as Exhibit I hereto and shall distribute the unsalable property to the trustee of such trust to be held and administered as an integral part thereof.

4.02 Proceeds of Sale of MPT Property. The net proceeds (as defined in Section IX D. of the Consent Decree) from the sale of each portion of the MPT Property shall be distributed upon receipt in the amounts and in the order listed as follows:

(a) ten percent (10%) of the first \$3,000,000 of such proceeds and ten percent (10%) of such proceeds in excess of \$10,000,000, up to a total of \$645,000, to the City, as provided in Section IX D. of the Consent Decree;

(b) the outstanding balance of advances to this Trust from the Remedial Trust related to the property sold to the Remedial Trustee as repayment of such advances;

(c) the balance of such proceeds to the Mercantile Trust Company, N.A., of Saint Louis, Missouri, (the "Escrow Agent"), to be held, administered and distributed in accordance with the terms of an escrow agreement entered into pursuant to the Consent Decree by the Declarants and the Escrow Agent (the "Escrow Agreement").

4.03 Final Distribution and Termination of Trust.

Following the sale of distribution of all of the MPT Property and the distributions in 4.01 and 4.02 this Trust shall terminate and the balance of the trust property shall be distributed to the Escrow Agent to be held, administered and distributed according to the terms of the Escrow Agreement.

ARTICLE V

RETENTION OF PROFESSIONAL AND OTHER SERVICES

5.01 Accountants. The Trustee shall employ an independent certified public accounting firm or individual to perform auditing and accounting services for this Trust (the "Accountants"). Such services may include, without limitation,

(a) the preparation of reports; (b) the auditing of invoices; and (c) the provision of advice to the Trustee as to the payment of the audited invoices and claims.

5.02 Retention and Removal of Other Professional and Employee Services. The Trustee may employ such attorneys, accountants, custodians, engineers, surveyors, contractors, clerks, investment counsel and agents or employees (including any firm or entity in which it may have an interest); lease from others, furnish, operate and maintain office space; and make such payments therefor as it shall deem reasonable for the implementation of the purposes of this Trust.

ARTICLE VI

TRUSTEE'S POWERS

The Trustee shall have, in addition to those powers specified elsewhere herein and the general powers of the office, the following powers, which powers shall be exercised in a fiduciary capacity, in the best interest of this Trust and in the sole discretion of the Trustee unless otherwise specified:

6.01 Payment of Expenses of Administration. To incur and pay any and all charges, taxes and expenses upon or connected with this Trust in the discharge of its fiduciary obligations and to borrow money on such terms and conditions as the Trustee determines to be appropriate in order to pay such charges, taxes and expenses, provided, however, that the Trustee shall not be

required to pay taxes to the City except as provided in Section 4.02(a).

6.02 Retention of Property. To hold and retain all or any part of the trust property in the form in which the same may be at the time of the receipt by the Trustee, as long as it shall deem advisable, notwithstanding that the same may not be authorized by the laws of any state or rules of any court for the investment of trust funds, and without any liability for any loss of principal or income by reason of such retention.

6.03 Preservation of Principal. Notwithstanding any other provision in this Trust, to at all times hold, manage and invest the non-real estate assets of this Trust in a manner designed to preserve the principal of such assets and, consistent with preservation of the principal of such assets, to maximize the principal and income derived therefrom, for the purposes of this Trust.

6.04 Investment of Trust Fund. To invest and reinvest all or any part of the trust property (including any undistributed income therefrom), other than the MPT Property, (the "Custodial Trust Fund") as the Trustee deems advisable except that such investments shall be limited to investments in United States direct obligations, obligation guaranteed by agencies of the United States government, common trust funds or mutual funds that invest in United States direct or guaranteed obligations, bank certificates of deposit to the extent such are insured by the federal government. In all cases, however, the

total investments must be sufficiently liquid to enable the Trust to fulfill the purposes of the Trust and to satisfy obligations as they become due. Nothing in this Section 6.04 shall be construed as authorizing the Trustee to carry on any business or to divide the gains therefrom. The sole purpose of this Section 6.04 is to authorize the investment of the Custodial Trust Fund or any part thereof as may be reasonably prudent pending use of the Custodial Trust Fund for the purpose of this Trust.

6.05 Management of Custodial Trust Fund. As may be incidental or advisable in connection with the purposes of this Trust as set forth in Section 2.02, and subject to the other provisions of this Trust and the Consent Decree, to sell, exchange, partition or otherwise dispose of all or any part of the Custodial Trust Fund at public or private sale, without prior application to or approval by or order of any court, upon such terms and in such manner and at such prices as the Trustee shall determine.

6.06 Extension of Obligations and Negotiations of Claims. To renew or extend the time of payment of any obligations, secured or unsecured, payable to or by this Trust, for as long a period or periods of time and on such terms as the Trustee shall determine; and to adjust, settle, compromise, abandon, contest and arbitrate claims or demands in favor of or against this Trust, including claims for taxes, upon such terms as it deems advisable.

6.07 Location of Assets. To hold any property belonging to this Trust at any place in the United States.

6.08 Authority to Represent Trust Before Agencies. To represent this Trust with regard to any matter concerning this Trust or its purpose before any federal, state or local agency or authority which has authority or attempts to exercise authority over any matter which concerns this Trust, and to invoke the dispute resolution procedure pursuant to Section XXII of the Consent Decree.

6.09 Powers Regarding Real Estate. Subject to the provisions of the Consent Decree and other provisions of this Trust, including but not limited to Article III, the Trustee may retain all or any part of any real estate (or interest therein) that becomes part of the trust property (the "real estate") for such period as the Trustee deems advisable and shall pay all taxes and assessments on the real estate (provided, however, that the Trustee shall not be required to pay any taxes or assessments to the City except as provided in Section 4.02(a)), maintain it (reasonable use and wear, fire and unavoidable casualty excepted) and insure it against risks in such amounts as the Trustee deems advisable and in such amounts as are approved by EPA and the Commonwealth (which approval shall not be unreasonably withheld). In addition to all other powers conferred by law or other provisions of this Trust, and also subject to the provisions of the Consent Decree and other provisions of this Trust, the Trustee shall have the following powers which may be exercised

without court approval to the extent permitted by law to any ordinary landowner:

(a) To grant options and make other contracts concerning the real estate (whether or not extending beyond the term of any trust);

(b) To subdivide the real estate and dedicate streets or other ways for public use with or without compensation;

(c) To impose easements or other restrictions; and donate the unsalable real estate to charitable or public uses;

(d) To execute and deliver all appropriate instruments and discharge mortgages of record;

(e) To record in the appropriate Registry of Deeds any instrument, including any certificate acknowledged by the Trustee as to any fact concerning the real estate; and any person without actual knowledge to the contrary may rely conclusively on the genuineness of any such instrument and on the correctness of any such certificate.

No person dealing with the real estate shall be required to see to the application of any money or property delivered to the Trustee, or to see that the terms and conditions of this trust have been complied with. Every instrument executed or action taken by the person or entity appearing to be the Trustee shall be conclusive evidence that this trust was in full force and effect when the instrument was delivered or the action was taken; that such person or entity was the Trustee; and that such instrument or action was valid and legally binding.

6.10 Powers of Trustee to Continue Until Final Distribution. To exercise any of such powers until such time as the entire principal of, and income from, the Custodial Trust Fund has been actually distributed by the Trustee and all trust property has been sold or otherwise disposed of.

6.11 Discretion in Exercise of Powers. To do any and all other acts which it shall deem proper to effectuate the powers specifically conferred upon it by this Trust.

6.12 Reliance of Purchasers and Others. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee or lender shall be under any obligation to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, deed or other instrument or document executed or action taken by the Trustee or any successor or additional Trustee, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect and that such instrument or document or action is valid, binding and legally enforceable. Any person dealing with the trust property or the Trustee may always rely without inquiry on a certificate signed as aforesaid as to who is the Trustee or Trustees or the beneficiaries hereunder, or as to the authority of the Trustee to act, or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to the affairs of the Trust.

6.13 Nothing in this Article or in this Trust shall be construed as authorizing the Trustee to carry on any business and/or divide the gains therefrom.

ARTICLE VII

ACCOUNTS AND RECORDS

7.01 Separate Records to be Kept. The Trustee shall keep, or direct the Accountants, if any, to keep, proper books of records and accounts, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the trust property.

7.02 Reports.

(a) Within 30 days of the close of each calendar quarter, the Trustee shall present to the Remedial Trustee a statement of (i) the balance of the trust property at the beginning of such quarter, (ii) the receipts for such quarter, (iii) the distributions and other disbursements for such quarter and (iv) the balance of the trust property (including an itemized list of assets) at the end of such quarter. In addition, by each March 31, the Trustee shall present to the Remedial Trustee, EPA and the Commonwealth an annual statement for the prior year ended December 31 of (i) the balance of the trust property at the beginning of such year, (ii) the receipts for such year, (iii) the distributions and disbursements for such year and (iv) the balance of the trust property (including an itemized list of assets) at the end of such year, accompanied by a report of the

Accountants stating that an audit of such financial statements has been made in accordance with generally accepted auditing standards, stating the opinion of such Accountants with respect to the financial statements and the accounting principles and practices reflected therein and as to the consistency of the application of the accounting principles, and identifying any matters to which such Accountants take exception and stating, to the extent practicable, the effect of such exception on such statements.

(b) Within 30 days of the close of each calendar quarter, the Trustee shall report to the Remedial Trustee with the status of the Trustee's (1) inauguration of and compliance with any required Institutional Controls on its real property within the Site and (2) progress toward the sale of salable parcels.

7.03 Right to Inspect. The Remedial Trustee, EPA or the Commonwealth or their designated agent or agents, shall have the right at all reasonable times and upon reasonable notice to inspect all records, accounts, and data of the Trustee relating to the trust property.

ARTICLE VIII

CONDITIONS OF TRUSTEE'S OBLIGATIONS

The Trustee accepts the Trust imposed upon it but only upon and subject to the following express terms and conditions:

8.01 Limitation of Liability. In no event shall the Trustee be liable to the beneficiaries except for its negligence, gross negligence, bad faith or willful misconduct in relation to its duties under this Trust. The Trustee shall have no responsibility hereunder except to the extent of its duties expressly placed upon the Trustee as required by this Trust, or otherwise assumed by the Trustee, to the extent funds for such purposes are received by the Trustee, to comply with this Agreement and applicable terms of the Consent Decree.

8.02 Reliance on Documentation. The Trustee shall be protected in acting in accordance with the provisions of this Trust upon any notice, requisition, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and to have been signed or sent by the proper person or persons.

8.03 Receipt of Information and Right to Demand Documentation.

(a) The Trustee shall review, consider and maintain all information provided to it by the Remedial Trustee and/or the Management Committee related to its duties under this Trust. Such information shall include, but is not limited to, the information identified in the Consent Decree in Articles VIIE., XIII, XVIB., and XVII thereto.

(b) Notwithstanding anything else in this Trust, in the administration of the Custodial Trust Fund, the Trustee shall have the right, but shall not be required, to demand before the

disbursement of any cash or in respect of any action whatsoever within the purview of this Trust, any showings, certificates, opinions, appraisals, or other information, action, or evidence thereof, in addition to that required by the terms hereof which the Trustee reasonably believes to be necessary or desirable.

8.04 Limitation on Financial Liability. No provision of this Trust shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties as Trustee hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it, nor to take any action pursuant to this Trust, which in the reasonable judgment of the Trustee may conflict with any rule of law or with the terms of this Trust.

ARTICLE IX

SUCCESSOR TRUSTEES

9.01 Resignation of Trustee. Any Trustee may resign by giving not less than 60 days written notice to the Remedial Trustee, and such resignation shall take effect upon the day specified in such notice, unless a successor Trustee shall have been sooner appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of a successor Trustee. If any individual Trustee becomes mentally or physically unable to serve, a certificate so

stating from such Trustee's then attending physician shall constitute such Trustee's resignation. If any Trustee shall be dissolved or in the course of dissolution or liquidation, or otherwise unable to continue to act as Trustee, as finally determined by the Remedial Trustee, a certificate so stating from the Remedial Trustee shall constitute such Trustee's resignation. The Trustee's resignation shall be recorded with the Registry (as defined below) immediately prior to the recording of the successor Trustee's acceptance or upon the effective date of resignation, whichever is earlier.

"Registry" as used herein shall mean the Middlesex County (Massachusetts) Southern District Registry of Deeds; provided that if this Trust is recorded or filed for registration in any other public office within or without the Commonwealth of Massachusetts, any person dealing with portions or all of the trust property as to which documents or instruments are recorded or filed for registration in such other public office in order to constitute notice to persons not parties thereto may rely on the state of the record with respect to this Trust in such other public office, and with respect to such portions or all of the trust property the term "Registry" as used herein shall mean such other public office.

9.02 Appointment of Successor Trustee. If RRSM or any successor Trustee ceases to serve as Trustee, a successor Trustee may be appointed by the Remedial Trustee by an instrument in writing, signed by the Remedial Trustee, and delivered to the

successor Trustee. In the event that no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article, within 60 days after a vacancy shall have occurred, any interested person and/or any retiring Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it shall deem proper, prescribe or appoint a successor Trustee. Each successor Trustee shall qualify upon written acceptance attached hereto and recorded with the Registry and thereafter shall have the same powers, immunities and discretions as the original Trustee.

9.03 Transfer to Successor Trustee. Upon any successor Trustee's qualification, as provided in 9.02, such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, rights, powers, trusts, duties and other obligations hereunder of its predecessor; but such predecessor shall nevertheless, upon written request of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, rights, powers, and trusts of such predecessor; and every predecessor Trustee shall deliver all securities and money held by it to its successor, provided, however, that before any such delivery is required or made, all legally accrued fees, advances and expenses of any such predecessor Trustee, as provided by Section 3.02(d) of this Agreement, shall be paid in full.

9.04 Merger or Consolidation of Trustee. Any corporation or association into which the Trustee or any successor to it may be merged or converted, or with which it or any successor to it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Trustee or any successor to it shall be a party, shall be a successor Trustee under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, notwithstanding anything to the contrary herein.

ARTICLE X

MISCELLANEOUS

10.01 Particular Words. Any word contained in the text of this Trust shall be read as a singular or plural and a masculine, feminine or neuter as may be applicable or permissible in the particular context. Unless otherwise specifically stated the word "person" shall be taken to mean and include an individual, partnership, association, company or corporation.

10.02 Severability of Provisions. If any provision of this Trust or its application to any person or entity or in any circumstances shall be invalid and unenforceable, the application of such provision to persons or entities and in circumstances other than those as to which it is invalid or unenforceable and the other provisions of this Agreement, shall not be affected by such invalidity or unenforceability.

10.03 Governing Jurisdiction. This Trust shall be enforceable in the United States District Court for the District of Massachusetts or any other court of competent jurisdiction in the Commonwealth of Massachusetts. The validity, interpretation and performance of this Trust shall be governed by the laws of the Commonwealth of Massachusetts.

10.04 Construction of Terms. In the event of any ambiguity or contradiction in the terms of this Trust, such terms shall be construed so as to conform to the provisions of the Consent Decree, where applicable, and so as to fulfill the purposes of this Trust.

10.05 No Transferability of Interest in the Trust. The interest of any beneficiary in this Trust is not transferable except to a successor of such beneficiary.

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf on the forms attached hereto and Resources for Responsible Site Management, Inc. as Trustee, by its duly authorized officer accepts this trust, all as of the day and year first above written.

RESOURCES FOR RESPONSIBLE SITE
MANAGEMENT, INC.

By: 

Name: CHARLES W. POWERS

Title: PRESIDENT, RRSN

Date: 5/8/85

Address: 264 Beacon St.
Boston, Mass
02146

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT: Stauffer Chemical Company
Company Name

By: Gary L. Ford
Name: Gary L. Ford
Title: Assistant Director of Law
Address: one Corporate Drive, Box 881
Shelton, Ct. 06484
Tax I.D. NO.: 51-0301977
STATE OF CONNECTICUT
~~COMMONWEALTH OF MASSACHUSETTS~~

COUNTY OF FAIRFIELDSS

May 1 ~~April~~, 1989

Then personally appeared the above-named Gary Ford
and acknowledged the foregoing to be his free act and deed as
Assistant Dir of Law as aforesaid, before me,

Carol G. Gemmell
Notary Public
My Commission Expires:
My Commission Expires Apr. 31, 1991.

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT: Stauffer Management Company
Company Name

By: A. C. Perrino
Name: A. C. Perrino
Title: Vice President
Address: Wilmington, DE 19897

Tax I.D. No.: 51-0301988

STATE OF DELAWARE
NEW CASTLE COUNTY , SS

MAY 1 , 1989

Then personally appeared the above-named A. C. Perrino
and acknowledged the foregoing to be his free act and deed as
Vice President as aforesaid, before me,

Sharon M. Holladay
Notary Public
My Commission Expires: 6-17-90

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT: ICI American Holdings Inc.
Company Name

By: J. K. Riegel
Name: J. K. Riegel
Title: Vice President
Address: Wilmington, DE 19897

Tax I.D. No.: 51-0112321

STATE OF DELAWARE
NEW CASTLE COUNTY , SS

MAY 1 , 1989

Then personally appeared the above-named J. KENT RIEGEL
and acknowledged the foregoing to be his free act and deed as
Vice President as aforesaid, before me,


Thomas C. Hill
Notary Public
My Commission Expires: 3-17-90

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT:

Monsanto Company
Company Name

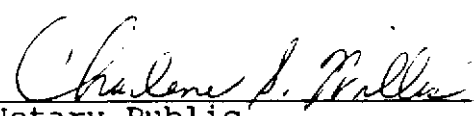
By: 
Name: W. W. Varnado
Title: Director, Remedial Projects
Address: 800 N. Lindbergh Boulevard
St. Louis, MO 63167
Tax I.D. No.: 430420020

~~COMMONWEALTH OF MASSACHUSETTS~~ STATE OF MISSOURI

, ss

April 27, 1989

Then personally appeared the above-named Varnado
and acknowledged the foregoing to be his free act and deed as
Dir., Remedial Projects as aforesaid, before me,

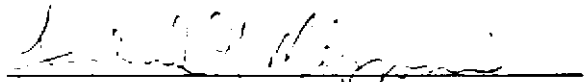

Notary Public
My Commission Expires:


July 2, 1990

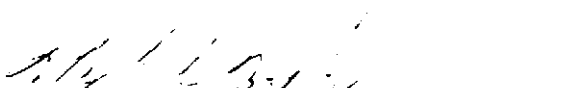
INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST


IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

AERO REALTY TRUST, u/d/t 9-10-82, Middlesex So. Registry District of the Land Court, Doc. No. 630396


Richard G. Mizzone, as Trustee
and not individually


Metrophane Zayka, Jr., as
Trustee and not individually


Nicholas Zayka, as Trustee
and not individually


Peter Zayka, as Trustee
and not individually

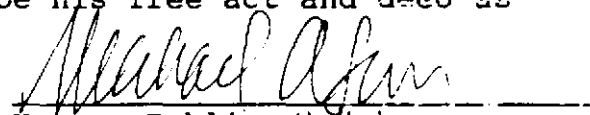
Address: 223 New Boston Street, Woburn, MA 01801
Tax ID No.:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

April 29, 1989

Then personally appeared the above-named Richard G. Mizzone and acknowledged the foregoing to be his free act and deed as Trustee as aforesaid, before me,


Notary Public Michael A. Leon
My Commission Expires: 2-16-90

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT: Boston Edison Company
Company Name

By: C. Bruce Damrell
Name: C. Bruce Damrell
Title: Vice President
Address: 800 Boylston Street
Boston, MA 02199
Tax I.D. No.: 04-1278810

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

May 4, 1989

~~XXXXXXX1989X~~

Then personally appeared the above-named C. Bruce Damrell
and acknowledged the foregoing to be his free act and deed as
Vice President as aforesaid, before me,

[Signature]
Notary Public

My Commission Expires: 4/15/91

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT:

THE BOYD CORPORATION
Company Name

By:

Name: JAMES C. BOYD

Title: PRESIDENT

Address: 112 COMMERCE WAY
WOBURN, MA 01801

Tax I.D. No.: 01-00335-00

COMMONWEALTH OF MASSACHUSETTS

Notary Public, ss Boyd

May 3, 1989
April 3, 1989

Then personally appeared the above-named James C. Boyd
and acknowledged the foregoing to be his free act and deed as
as aforesaid, before me,

[Signature]
Notary Public

My Commission Expires:

May 3, 1990

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT:

Stephen & Adeline Dagata

Company Name

By:

Name:

Title:

Address:

Stephen Dagata

Co-owner

59 Montvale Road
Woburn, Mass. 01801

Tax I.D. No.: Stephen 014-18-8461

Adeline 029-12-4169

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

May 3,

~~APRIL~~, 1989

Then personally appeared the above-named Stephen Dagata
and acknowledged the foregoing to be his free act and deed as
as aforesaid, before me,

Notary Public

My Commission Expires: March 22, 1996

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT: SUNDER K. GANGLANI & HIRO K. GANGLANI
Company Name

By: SUNDER K. Ganglani [Signature]
Name:
Title:
Address:

Tax I.D. No.:

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex ss

May
April 4, 1989

Then personally appeared the above-named Sunder K. Ganglani
and acknowledged the foregoing to be his free act and deed as H. K. GANGLANI
as aforesaid, before me,

[Signature]
Notary Public
My Commission Expires: 9/9/94

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT: The Atlantic Avenue Trust

By: ^{AF} ✓ 

Name: Michael A. Howland

Title: Trustee, Atlantic Avenue Trust

Address: 155 West Street
Wilmington, Massachusetts 01887

Tax I.D. No.: _____

Middlesex

COMMONWEALTH OF MASSACHUSETTS

, ss

May 3, 1989

Then personally appeared the above-named Michael A. Howland, Trustee, and acknowledged the foregoing to be the free act and deed of the Atlantic Avenue Trust before me,



Notary public

My commission expires:

MARY ANN CHEVOOR

Notary Public

My Commission Expires August 21 1993

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

By: 

Name: Michael A. Howland

Address: 155 West Street
Wilmington, Massachusetts 01887

Tax I.D. No.: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex

, ss

May 3, 1989

Then personally appeared the above-named Michael A. Howland and acknowledged the foregoing to be his free act and deed before me,



Notary public

My commission expires:

MARY ANN CHEVOOR

Notary Public

My Commission Expires August 24 1993

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT: Lipton Industries, Inc.
Company Name

By: *D. W. St. Clair*
Name: D. W. St. Clair
Title: Vice President
Address: 800 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tax I.D. No.: 22-1900654

STATE OF NEW JERSEY

, ss

May 4 , 1989

Then personally appeared the above-named D. W. St. Clair
and acknowledged the foregoing to be his free act and deed as
Vice President as aforesaid, before me,

Alice O. Allen
Notary Public
My Commission Expires:

ALICE O. ALLEN
NOTARY PUBLIC OF NEW JERSEY
Qualified in Bergen County
My Commission Expires April 24, 1990

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT: Ronald F. Liss

~~Company-Name~~

By: Ronald F. Liss

Name: Ronald F. Liss

Title: Donor

Address: 255 Andover Street, P.O.Box 695
Wilmington, MA 01887

Tax I.D. No.: 029-28-6202

COMMONWEALTH OF MASSACHUSETTS

, ss

April , 1989

Then personally appeared the above-named Ronald F. Liss
and acknowledged the foregoing to be his free act and deed as
as aforesaid, before me,

Mortimer H. Walsh Jr.
Notary Public

My Commission Expires:

February 8, 1991

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT: Massachusetts Bay Transportation Authority
Company Name

By: Gregory C Flynn
Name:
Title: General Counsel
Address: 10 Park Plaza
Boston, Mass.
Tax I.D. No.:

Exempt
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

May 8,
April, 1989

Then personally appeared the above-named Gregory C Flynn
and acknowledged the foregoing to be his free act and deed as
General Counsel as aforesaid, before me,

Virginia L. Brainer
Notary Public
My Commission Expires: 3/26/93

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT: Nodraer Realty Trust

Company Name

By: 

Name: John J. Mulkerin

Title: Trustee

Address: 120 Commerce Way, Woburn, MA 01801

Tax I.D. No.: 04-2438121

COMMONWEALTH OF MASSACHUSETTS

, ss

MAY 3

, 1989

Then personally appeared the above-named John J. Mulkerin
and acknowledged the foregoing to be his free act and deed as
TRUSTEE as aforesaid, before me,



Notary Public

My Commission Expires: June 1, 1990

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT: PEBCO
Company Name
BOSTON SAFE DEPOSIT AND TRUST COMPANY
By: *Dina G. Cirone*
Name: Dina G. Cirone
Title: Trust Officer
Address: One Boston Pl. OBVJ
Boston, MA 02108
Tax I.D. No.: 04-2518589

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

May 4, 1989
April , 1989

Then personally appeared the above-named Dina G. Cirone
and acknowledged the foregoing to be ^{the} his free act and deed ~~as~~ of Pebco
as aforesaid, before me,

Jeanne M. Hession
Notary Public

- My Commission Expires:

JEANNE M. HESSON, Notary Public
My Commission Expires Oct. 24, 1991

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT:

POSITIVE START REALTY, INC.
Company Name

By: Robert De Rosa

Name: ROBERT DEROSA

Title: PRESIDENT

Address: 8 CLINTON ST., WOBURN, MA

Tax I.D. No.: 64-2809008

COMMONWEALTH OF MASSACHUSETTS

M. DOLAN, SS

MAY
April 5, 1989

Then personally appeared the above-named ROBERT DEROSA
and acknowledged the foregoing to be his free act and deed as
PRESIDENT as aforesaid, before me,

Gerald J. [Signature]
Notary Public

My Commission Expires:

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT:

PX Realty Trust
Company Name

By:

Name: PAUL X. O'NEILL

Title: TRUSTEE

Address: 10 HUNTINGDON RD.
LYNNFIELD, MA. 01940

Tax I.D. No.: 04-2548192

COMMONWEALTH OF MASSACHUSETTS

, ss

May 4
April, 1989

Then personally appeared the above-named PAUL
and acknowledged the foregoing to be his free act and deed as
X. O'Neill as aforesaid, before me,

[Signature]
Notary Public
My Commission Expires:

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT: PETER J VOLPE
Company Name

By: [Signature]
Name: PETER J VOLPE
Title: GENERAL MGR
Address: 14 EASTERN AVE, MALDEN, MA 02148
Tax I.D. No.: 04-8352632

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

MAY 3
April, 1989

Then personally appeared the above-named GEN MGR
and acknowledged the foregoing to be his free act and deed as
PETER J VOLPE as aforesaid, before me,

[Signature]
Notary Public
My Commission Expires: 7/26/89

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT: The Welles Company, a Massachusetts limited partnership,
Woodcraft Supply Corporation, a Massachusetts corporation,
Atlantic Avenue Associates, Inc., a Massachusetts corporation
Company Name

By: Rogers G. Welles
Name: Rogers G. Welles
Title: President and General Partner
Address: 201 Airway West
Tequesta, FL 33469
Tax I.D. No.: 04-3023020

COMMONWEALTH OF MASSACHUSETTS

Notary Public, ss

April 30, 1989

Then personally appeared the above-named Rogers G. Welles
and acknowledged the foregoing to be his free act and deed as
President and General Partner as aforesaid, before me,

Notary Public
Notary Public

My Commission Expires: 1990

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT: Winterhill Storehouse Inc.

Company Name

By: Richard D. Bain

Name: Richard D Bain

Title: President

Address: 20 Atlantic Ave. Woburn, Ma. 01801

Tax I.D. No.: 04 2457959

COMMONWEALTH OF MASSACHUSETTS

Middlesex , ss County

May 4, 1989

April , 1989

Then personally appeared the above-named Richard D Bain
and acknowledged the foregoing to be his free act and deed as
President as aforesaid, before me,

William Bennett
Notary Public

My Commission Expires: March 19 1993

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT: City of Woburn
Company Name

By: [Signature]
Name: JOHN W. RABBITI
Title: Mayor
Address: Woburn, MA 01801
Tax I.D. No.: 046 001 417

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

May 7
April, 1989

Then personally appeared the above-named JOHN W. RABBITI and acknowledged the foregoing to be his free act and deed as as aforesaid, before me,

EDWARD S ROBERTSON

[Signature]
Notary Public

My Commission Expires: 3/30/90

EXHIBIT I

TRUSTEE'S COMPENSATION

Resources for Responsible Site Management Inc.'s
Trustee Fees for 1989 will be as follows:

Dr. Charles W. Powers \$225/hr.

Professional and Administrative
Services of Resources for
Responsible Management Inc. Personnel:

Partners and Senior Prevailing
Associates Normal Rate

Administrative \$60/hr.

Legal services of Gaston & Snow
Personnel:

Eugene Berman, Esq. \$200/hr.

Other partners, associates Prevailing
and paralegal, if needed Normal Rate

No extra charge will be made for clerical time to support the performance of the above personnel. Any necessary personnel in addition to those described above and other out-of-pocket expenditures will be billed at cost.

The above specified rates for services to be reviewed annually.

INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

IN WITNESS WHEREOF, the Declarants have executed this instrument or have caused this instrument to be executed by persons authorized to sign on their behalf, under seal, as of the day and year first written above.

DECLARANT:

Company Name

By: _____

Name:

Title:

Address:

Tax I.D. No.:

COMMONWEALTH OF MASSACHUSETTS

, ss

April , 1989

Then personally appeared the above-named _____
and acknowledged the foregoing to be his free act and deed as
_____ as aforesaid, before me,

Notary Public

My Commission Expires:

EXHIBIT I TO THE INTERIM CUSTODIAL TRUST

THE INDUSTRI-PLEX SITE LONG-TERM CUSTODIAL TRUST

I, _____, duly authorized officer of _____, which is the duly appointed Trustee of the Industri-Plex Site Interim Custodial Trust (the "Interim Custodial Trust"), pursuant to the authority granted to the Trustee of the Interim Custodial Trust, hereby declare _____ to be Trustee (the "Trustee"), to hold all property hereafter transferred to the Trustee subject to the following provisions.

ARTICLE I

DEFINITIONS

1.01 Capitalized Terms. For all purposes of this Trust, the following terms shall have the meanings set forth below:

"Consent Decree" means the Consent Decree in United States of America v. Stauffer Chemical Company, et al., Civil Action No. 89-0195-MC (D. Mass).

"Custodial Trust Estate" shall mean all right, title and interest of the Trustee in and to the Custodial Trust Fund and the Custodial Trust Property as hereinafter defined, including without limitation any income or profits derived therefrom.

"Custodial Trust Fund" shall mean any and all personal property of this Trust, including without limitation funds and other liquid assets contributed by the Interim Custodial Trustee, or any other person or entity and any interest or other income

earned thereon, but shall not include any Custodial Trust Property as hereinafter defined.

"Custodial Trust Property" shall mean any and all real property contributed to this Trust, but shall not include the proceeds of any sale or other disposition of such real property or any other personal property held by the Trustee.

"Interim Custodial Trustee" shall mean Resources for Responsible Site Management, Inc. ("RRSM") or its successor, as the then serving trustee of the Interim Custodial Trust.

"Registry" as used herein shall mean the Middlesex County (Massachusetts) Southern District Registry of Deeds; provided that if this Trust is recorded or filed for registration in any other public office within or without the Commonwealth of Massachusetts, any person dealing with portions or all of the Trust Estate as to which documents or instruments are recorded or filed for registration in such other public office in order to constitute notice to persons not parties thereto may rely on the state of the record with respect to this Trust in such other public office, and with respect to such portions or all of the Trust Estate the term "Registry" as used herein shall mean such other public office.

1.02 Incorporation of Certain Definitions. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Consent Decree.

ARTICLE II

NAME AND PURPOSE OF TRUST

2.01 Name. This Trust shall be known as "The Industri-Plex Site Long-Term Custodial Trust" (hereinafter sometimes referred to as "this Trust").

2.02 Trust Purpose. The purpose of this Trust is to receive, hold and manage property transferred to it pursuant to the provisions of the Consent Decree, including compliance with the Institutional Controls of the Consent Decree, for the benefit and protection of the public who, along with the qualified organizations described in Article IV, shall be the sole beneficiaries of this Trust.

This Trust is created and shall be operated exclusively for charitable, religious, scientific, literary, or educational purposes, and its property and net income shall be devoted exclusively to such purposes, either directly or by contributions to organizations duly authorized to carry on charitable, religious, scientific, literary or educational activities; provided however, that no part of this Trust and/or its net earnings shall inure to the benefit of any private shareholder or individual and no part of the direct or indirect activities of this Trust shall consist of carrying on propaganda, or otherwise attempting to influence legislation, or of participating in, or intervening in (including, without limitation, the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other

provision of this instrument, this Trust shall not conduct any activities not permitted by an organization exempt from taxation under the provisions of Section 501(c)(3) of the Internal Revenue Code and Regulations thereunder as they now exist or as they may be amended from time to time, or by an organization contributions to which are deductible for federal income, gift and estate tax purposes under the provisions of such Code and Regulations thereunder as they now exist or as they may be amended from time to time.

ARTICLE III

DUTIES OF THE TRUSTEE

3.01 Custodial Trust Property. The Trustee shall:

(a) receive and hold title to the real property transferred to this Trust;

(b) inaugurate and comply with the Institutional Controls on all Custodial Trust Property in accordance with Section X of the Consent Decree;

(c) provide access to such property in accordance with Section XV A. of the Consent Decree to permit implementation of any aspect of the Work or of the Long-term O & M Plan as described in the Consent Decree;

(d) employ all reasonable measures to prevent unauthorized entry upon or use of the Custodial Trust Property in its possession or control;

(e) insure the Custodial Trust Property against loss due to casualty or third party liability; and

(f) comply with all relevant Sections of the Consent Decree.

3.02 Custodial Trust Fund. The Trustee shall apply all of the Custodial Trust Fund toward the duties of Section 3.01 for as long as the Custodial Trust Property remains in its possession.

3.03 Application for Tax Abatements. The Trustee shall make all necessary applications for abatements from property taxation and provide such additional information to the City of Woburn, Massachusetts (the "City") as is necessary to insure that the City does assess and continues to assess the Custodial Trust Property at zero or at such other value or in such other manner or form that no real estate tax liability is imposed on the Custodial Trust Property.

ARTICLE IV

DISTRIBUTION OF TRUST PROPERTY AND

TERMINATION OF TRUST

4.01 Distribution of Trust Property. The Trustee may, at any time and at its discretion, transfer any one or more portions of the Custodial Trust Property to the City, the Commonwealth of Massachusetts, the United States of America or any other appropriate governmental unit, provided that the transferee agrees to accept the transfer of such Custodial Trust Property.

Notwithstanding the foregoing, the trustee is authorized to make such a transfer only to the extent that it is not inconsistent with the provisions of Sections 2.02 and 4.02.

4.02 At such time as all of the Custodial Trust Property has been transferred as provided in Section 4.01 and the Trustee has complied with all of the relevant provisions of the Consent Decree, this Trust shall terminate and the balance of the Custodial Trust Fund shall be distributed exclusively for such charitable, religious, scientific, literary or educational purposes as the Trustee may determine to be appropriate; provided that it shall be distributed exclusively for such purposes to such one or more organizations, or in such proportions among them, as the Trustee deems appropriate; and provided further that such distributions shall be made only to organizations which have the status of being exempt from taxation under the provisions of the Internal Revenue Code and Regulations thereunder as they exist at the time of each such distribution and only to organizations a gift to which would be deductible for income, gift and estate tax purposes under the provisions of the Internal Revenue Code and Regulations thereunder as they exist at the time of each such distribution. Notwithstanding anything else appearing therein, the powers of the Trustee shall be construed and exercised so as not to jeopardize the status of this Trust as an entity exempt from taxation under the provisions of the Internal Revenue Code and Regulations thereunder as they now exist and as they shall be amended from time to time. Consistent with the foregoing, and without imposing any obligation on the Trustee, it is hoped that the Trustee will make distributions to organizations which are

concerned with the preservation and/or clean-up of the environment.

ARTICLE V

RETENTION OF PROFESSIONAL AND OTHER SERVICES

5.01 Accountants. The Trustee may employ an independent certified public accounting firm to perform auditing and accounting services for this Trust (the "Accountants"). Such services may include, without limitation, (a) the preparation of reports; (b) the auditing of invoices; and (c) the provision of advice to the Trustee as to the payment of the audited invoices and claims.

5.02 Retention and Removal of Other Professional and Employee Services. The Trustee shall employ such attorneys, accountants, custodians, engineers, surveyors, contractors, clerks, investment counsel and agents or employees (including any firm or entity in which it may have an interest); lease from others, furnish, operate and maintain office space; and make such payments therefor as it shall deem reasonable for the implementation of the purposes of this Trust.

ARTICLE VI

TRUSTEE'S POWERS

The Trustee shall have, in addition to those powers specified elsewhere herein and the general powers of the office, the following powers, which powers shall be exercised in a fiduciary capacity, in the best interest of this Trust and in the sole discretion of the Trustee unless otherwise specified:

6.01 Payment of Expenses of Administration. To incur and pay any and all charges, taxes and expenses upon or connected with this Trust in the discharge of its fiduciary obligations, provided, however, that the Trustee shall not be required to pay any taxes to the City of Woburn.

6.02 Retention of Property. To hold and retain all or any part of the Custodial Trust Property and the Custodial Trust Fund in the form in which the same may be at the time of the receipt by the Trustee, as long as it shall deem advisable, notwithstanding that the same may not be authorized by the laws of any state or rules of any court for the investment of trust funds, and without any liability for any loss of principal or income by reason of such retention.

6.03 Preservation of Principal. Notwithstanding any other provision in this Trust, to at all times hold, manage and invest the assets of the Custodial Trust Fund in a manner designed to preserve the principal of the Custodial Trust Fund and, consistent with preservation of the principal of the Custodial Trust Fund, to maximize the principal and income derived therefrom, for the purposes of this Trust.

6.04 Investment of Trust Fund. To invest and reinvest all or any part of the Custodial Trust Fund (including any undistributed income therefrom) as the Trustee deems advisable, except that such investments shall be limited to investments in United States direct obligations, obligations guaranteed by agencies of the United States government, common trust funds or mutual funds

that invest in United States direct or guaranteed obligations, bank certificates of deposit to the extent such are insured by the federal government. In all cases, however, the total investments must be sufficiently liquid to enable the Trustee to fulfill the purposes of this Trust and to satisfy obligations as they become due. Nothing in this Section 6.04 shall be construed as authorizing the Trustee to carry on any business or to divide the gains therefrom. The sole purpose of this Section 6.04 is to authorize the investment of the Custodial Trust Fund or any part thereof as may be reasonably prudent pending use of the Custodial Trust Fund for the purposes of this Trust.

6.05 Management of Trust Estate. Without any business objective, and as may be incidental or advisable in connection with the purposes of this Trust as set forth in Section 2.02, to sell, exchange, partition or otherwise dispose of all or any part of the Custodial Trust Fund at public or private sale, without prior application to or approval by or order of any court, upon such terms and in such manner and at such prices as it shall determine.

6.06 Extension of Obligations and Negotiation of Claims. To renew or extend the time of payment of any obligations, secured or unsecured, payable to or by this Trust, for as long a period or periods of time and on such terms as the Trustee shall determine; and to adjust, settle, compromise, abandon, contest and arbitrate claims or demands in favor of or against this

Trust, including claims for taxes, upon such terms as it deems advisable.

6.07 Location of Assets. To hold any property belonging to the Trust at any place in the United States.

6.08 Authority to Represent Trust Before Agencies. To represent this Trust with regard to any matter concerning this Trust or its purpose before any federal, state or local agency or authority which has authority or attempts to exercise authority over any matter which concerns this Trust, and to invoke the dispute resolution procedure pursuant to Section XXII of the Consent Decree.

6.09 Powers Regarding Real Estate. Subject to the provisions of the Consent Decree and other provisions of this Trust, the Trustee may retain all or any part of any real estate (or interest therein) that becomes part of the trust property (the "real estate") for such period as the Trustee deems advisable and shall pay all taxes and assessments on the real estate (provided, however, that the Trustee shall not be required to make such payments to the City of Woburn), maintain it and insure it against risks in such amounts as the Trustee deems advisable and in such amounts as are approved by EPA and the Commonwealth (which approval shall not be unreasonably withheld). In addition to all other powers conferred by law or other provisions of this Trust, and also subject to the provisions of the Consent Decree and the other provisions of this Trust, the Trustee shall have

the following powers which may be exercised without court approval:

(a) To grant options and make other contracts concerning the real estate (whether or not extending beyond the term of any trust);

(b) To subdivide the real estate and dedicate streets or other ways for public use with or without compensation;

(c) To impose easements or other restrictions; and donate the real estate to charitable or public uses;

(d) To establish reserves for depreciation, taxes, insurance or other purposes as the Trustee deems advisable;

(e) To execute and deliver all appropriate instruments; and discharge mortgages of record;

(f) To record in the appropriate Registry of Deeds any instrument, including any certificate acknowledged by the Trustee as to any fact concerning the real estate; and any person without actual knowledge to the contrary may rely conclusively on the genuineness of any such instrument and on the correctness of any such certificate.

No person dealing with the real estate shall be required to see to the application of any money or property delivered to the Trustee, or to see that the terms and conditions of this Trust have been complied with. Every instrument executed or action taken by the person or entity appearing to be the Trustee shall be conclusive evidence that this Trust was in full force and effect when the instrument was delivered or the action was taken; that such person or entity was the Trustee; and that such instrument or action was valid and legally binding.

6.10 Powers of Trustee to Continue Until Final Distribution. To exercise any of such powers until such time as the entire principal of, and income from, the Custodial Trust Fund

has been actually distributed by the Trustee and all Custodial Trust Property has been sold or otherwise disposed of.

6.11 Reliance of Purchasers and Others. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee, or lender shall be under any obligation to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, deed, or other instrument or document executed or action taken by the Trustee or any successor or additional Trustee, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect and that such instrument or document or action is valid, binding and legally enforceable. Any person dealing with the Trust Estate or the Trustee may always rely without inquiry on a certificate signed as aforesaid as to who is the Trustee or Trustees or the beneficiaries hereunder, or as to the authority of the Trustee to act, or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to the affairs of the Trust.

ARTICLE VII

ACCOUNTS

7.01 Annual Accounts. By each March 31, the Trustee shall render an account for the prior year ended December 31, accom-

panied by a report of the Accountants stating that an audit of such accounts has been made in accordance with generally accepted auditing standards, stating the opinion of such Accountants in respect of the accounts and the accounting principles and practices reflected therein and as to the consistency of the application of the accounting principles, and identifying any matters to which such Accountants take exception and stating, to the extent practicable, the effect of such exception of such accounts. Each account and report shall be rendered to the Commonwealth of Massachusetts, Public Charities Division of the Attorney General's Office.

7.02 Copies of Accounts. The Trustee shall provide copies of the annual accounts and Accountant's statement to any person or entity who requests them in writing. The Trustee shall be entitled to recover from any such persons or entities (other than EPA or the Commonwealth) the cost of providing copies of such accounts and statements, and the trustee shall have no obligation to deliver such copies until such person or entity has reimbursed the Trustee for such costs.

ARTICLE VIII

CONDITIONS OF TRUSTEE'S OBLIGATIONS

The Trustee accepts the Trust imposed upon it but only upon and subject to the following express terms and conditions:

8.01 Limitation of Liability. In no event shall the Trustee be liable except for its negligence, gross negligence or willful acts or omissions in relation to its duties hereunder.

8.02 Reliance on Documentation. The Trustee shall be protected in acting in accordance with the provisions of this Trust upon any notice, requisition, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and to have been signed or sent by the proper person or persons.

8.03 Right to Demand Documentation. Notwithstanding anything else in this Trust, in the administration of the Custodial Trust Fund, the Trustee shall have the right, but shall not be required, to demand before the disbursement of any cash or in respect of any action whatsoever within the purview of this Trust, any showings, certificates, opinions, appraisals, or other information, or action or evidence thereof, in addition to that required by the terms hereof which the Trustee reasonably believes to be necessary or desirable.

8.04 Trustee's Compensation. The Trustee shall be compensated for its services hereunder in accordance with Exhibit A attached hereto.

8.05 Limitation on Financial Liability. No provision of this Trust shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties as Trustee hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it, nor to take any action pursuant to this Trust,

which in the judgment of the Trustee may reasonably conflict with any rule of law or with the terms of this Trust.

ARTICLE IX

SUCCESSOR TRUSTEES

9.01 Resignation of Trustee. Any Trustee may resign by giving not less than 60 days written notice to the then Attorney General of the Commonwealth of Massachusetts (the "Attorney General") and the Assistant Attorney General of the United States (Land & Natural Resources), and such resignation shall take effect upon the day specified in such notice, unless a successor Trustee shall have been sooner appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment by a successor Trustee. If any individual Trustee becomes mentally or physically unable to serve, a certificate so stating from such Trustee's then attending physician shall constitute such Trustee's resignation. If any Trustee shall be dissolved or in the course of dissolution or liquidation, or otherwise unable to continue to act as Trustee, as finally determined by the Attorney General, a certificate so stating from the Attorney General shall constitute such Trustee's resignation. The Trustee's resignation shall be recorded with the Registry immediately prior to the recording of the successor Trustee's acceptance or upon the effective date of resignation, whichever is earlier.

9.02 Appointment of Successor Trustee. If RRSM or any successor Trustee ceases to serve as Trustee a successor trustee may

be appointed by the Attorney General by an instrument in writing, signed by the Attorney General, and delivered to the successor Trustee. In the event that no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article within 60 days after vacancy shall have occurred, any interested person (including the United States) and/or any retiring Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it shall deem proper, prescribe or appoint a successor Trustee. Each successor Trustee shall qualify upon written acceptance attached hereto and recorded with the Registry and thereafter shall have the same powers, immunities and discretions as the original Trustee.

9.03 Transfer to Successor Trustee. Upon any successor Trustee's qualification, as provided in 9.02, such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, rights, powers, trusts, duties and other obligations hereunder of its predecessor; but such predecessor shall nevertheless, upon written request of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, rights, powers, and trusts of such predecessor; and every predecessor Trustee shall deliver all securities and money held by it to its successor; provided, however, that before any such delivery is required or made, all reasonable, customary and legally accrued fees,

advances and expenses of any such predecessor Trustee shall be paid in full.

9.04 Merger or Consolidation of Trustee. Any corporation or association into which the Trustee or any successor to it may be merged or converted, or with which it or any successor to it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Trustee or any successor to it shall be a party, shall be a successor Trustee under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, notwithstanding anything to the contrary herein.

ARTICLE X

MISCELLANEOUS

10.01 Particular Words. Any word contained in the text of this Trust shall be read as a singular or plural and a masculine, feminine or neuter as may be applicable or permissible in the particular context. Unless otherwise specifically stated the word "person" shall be taken to mean and include an individual, partnership, association, company or corporation.

10.02 Severability of Provisions. If any provision of this Trust or its application to any person or entity or in any circumstances shall be held to be invalid and unenforceable, the application of such provision to persons or entities and in circumstances other than those as to which it is invalid or unenforceable, and the other provisions of this Trust shall not be affected by such invalidity or unenforceability.

10.03 Governing Jurisdiction. This Trust shall be enforceable in the United States District Court for the District of Massachusetts or any other court of competent jurisdiction in the Commonwealth of Massachusetts. The validity, interpretation and performance of this Trust shall be governed by the laws of the Commonwealth of Massachusetts, subject to the provisions of Section IX (C) of the Consent Decree relating to liability to third parties.

10.04 Tax-Exempt Status. Notwithstanding any other provision of this Trust, it is intended that this Trust qualify as a tax-exempt organization under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of subsequent federal tax laws, and the Trustee is specifically precluded from engaging in any activity which would jeopardize such qualification, including without limitation the following:

(a) The Trust and the Trustee are prohibited from engaging in any act of self-dealing (as defined in Section 4941(d) of the Internal Revenue Code);

(b) The Trust and the Trustee are prohibited from retaining any excess business holdings (as defined in Section 4943(c) of the Internal Revenue Code);

(c) The Trust and the Trustee are prohibited from making any investments in such manner as to subject the trust to tax under Section 4944 of the Internal Revenue Code;

(d) The Trust and the Trustees are prohibited from making any taxable expenditures (as defined in Section 4945(d) of the Internal Revenue Code).

In addition, the Trust and the Trustee are required to distribute its income for each taxable year at such time and in such manner as not to subject the trust to tax under Section 4942 of the Internal Revenue Code.

References to the Internal Revenue Code refer to the Code as it now exists and as it may be amended from time to time.

10.05 Modification. This Trust may be modified only by order of the United States Court for the District of Massachusetts and only to the extent that such modification does not change or inhibit the purpose of this Trust as set forth in Section 2.02 or allow for distributions to any entity which is not a qualified organization as defined in Section 4.02.

10.06 Construction of Terms. In the event of any ambiguity or contradiction in the terms of this Trust, such terms shall be construed so as to conform to the provisions of the Consent Decree, where applicable, and so as to fulfill the purposes of this Trust.

IN WITNESS WHEREOF, _____, by its duly
authorized officer, hereby sets its hand and seal as Declarant
and _____, by its duly authorized officer, hereby
sets its hand and seal as Trustee as of this ____ day of
_____, 19__.

By: _____

Name:

Title:

By: _____

Name:

Title:

Indictment
10.8

APPENDIX V

INDUSTRI-PLEX SITE ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into and effective this ____ day of _____, 19____, by and among Stauffer Chemical Company; Stauffer Management Company; ICI American Holdings, Inc. (collectively "ICI"); Monsanto Company; Atlantic Avenue Associates, Inc.; Boston Edison Company; The Boyd Corporation; Stephen Dagata and Adeline Dagata; Mary E. Fitzgerald and John J. Mulkerin as trustees of the Nodraer Realty Trust; Hiro K. Ganglani and Sunder K. Ganglani; Michael A. Howland, individually and as trustee of the Atlantic Avenue Trust; Lipton Industries, Inc.; Ronald F. Liss; Massachusetts Bay Transportation Authority; Richard G. Mizzoni, Metrophane Zayka, Jr., Nicholas Zayka and Peter Zayka, as trustees of the Aero Realty Trust; Paul X. O'Neill and Phyllis O'Neill, as trustees of the PX Realty Trust; Pebco Company; Positive Start Realty, Inc.; Augustine P. Sheehy; Peter J. Volpe; The Welles Company; Winter Hill Storehouse, Inc.; City of Woburn; Woodcraft Supply Corporation (collectively the "Makers") and Mercantile Bank, N.A., a national banking association in St. Louis, Missouri ("Escrow Agent").

WHEREAS, the Makers have executed a consent decree (hereinafter the "Consent Decree") with the United States of America ("United States") and the Commonwealth of Massachusetts ("Commonwealth") for the implementation of remedial design,

construction and action, conducting operation and maintenance as described in Appendix I to the Consent Decree, and related purposes, with respect to hazardous substances allegedly located at the facility known as the Industri-Plex Site located in Woburn, Massachusetts; and

WHEREAS the Parties to the Consent Decree have agreed that the Settler Mark-Phillip Trust shall apply all of its property and assets, real and personal, to (1) reimburse the Makers for their costs incurred in carrying out the terms of the Consent Decree; (2) reimburse the United States for certain past costs not reimbursed by the Makers, (3) to reimburse the United States and the Commonwealth for future groundwater remediation at the Industri-Plex Site and other specified purposes with regard to which Makers deny liability and have not agreed herein to undertake; and (4) otherwise comply with all other relevant aspects of the Consent Decree, including a trust agreement which is Appendix III to the Consent Decree and which is titled the Industri-Plex Site Remedial Trust Agreement ("Remedial Trust Agreement"), another trust agreement which is Appendix IV to the Consent Decree and which is titled the Industri-Plex Site Interim Custodial Trust Agreement ("Interim Custodial Trust Agreement"), and this Escrow Agreement;

WHEREAS the Mark-Phillip Trust has assigned, paid and deeded, or will assign, pay and deed, its property to the Interim Custodial Trust established by the Interim Custodial Trust Agreement for the purposes set forth above;

WHEREAS the Parties to the Consent Decree have agreed that the Mark-Phillip Trust's property will be sold by the Trustee of the Interim Custodial Trust ("Interim Custodial Trustee");

WHEREAS the net proceeds of the sales of the Mark-Phillip Trust's property will be paid, divided and distributed as provided in this Escrow Agreement;

WHEREAS, each Maker has entered into the Consent Decree, the Remedial Trust Agreement, the Interim Custodial Trust and this Escrow Agreement in reliance on the funding and other commitments made herein by each and every other Maker;

WHEREAS, the Makers desire that an Escrow Account be established to receive, hold, manage and disburse any proceeds received from the sale of Mark-Phillip Trust property by the Interim Custodial Trustee;

NOW THEREFORE, in consideration of the premises herein, the parties hereto agree as follows;

I. TERMS AND CONDITIONS

A. Purpose of Escrow Account

The purpose of this Escrow Account is to receive proceeds from the sale or other realization of Mark-Phillip Trust Property by the Interim Custodial Trustee, to hold and invest such proceeds pending distribution, and to distribute such proceeds together with interest thereon in accordance with Exhibit A hereof.

B. Distribution of Funds From Escrow Account

1. Upon receipt of any proceeds from the sale or other realization of Mark-Phillip Trust Property, the Escrow Agent shall promptly distribute, under the terms set forth in Exhibit A hereof, (a) the portions of such proceeds together with interest thereon that are to be distributed to ICI, Monsanto, any Makers other than Monsanto or ICI (the "Additional Makers"), and (b) the portions of such proceeds that the United States (by the Department of Justice) notifies the Escrow Agent in writing are required to reimburse response costs under Section IX(E)(1) or (3) of the Consent Decree. Those portions of proceeds and interest that are to be made available to the United States and the Commonwealth pursuant to Section IX(E) of the Consent Decree and the Schedule set forth in Exhibit A hereof, except for those amounts which the United States (by the Department of Justice) notifies the Escrow Agent in writing are required to reimburse response costs under Section IX(E)(1) or (3) of the Consent Decree, shall be held in the Escrow until such times and for such purposes as such funds are required to be distributed to the United States and the Commonwealth under Section IX(E) or (G) of the Consent Decree.

2. Upon receipt of a statement from the United States Environmental Protection Agency or the Commonwealth, together with an appropriate accounting, of costs incurred by the United States or the Commonwealth for any of the purposes enumerated in Section IX(G) of the Consent Decree, the Escrow Agent shall as

promptly as practicable pay the full amount of such costs to the government that incurred them; provided that the Escrow Agent shall pay such costs only to the extent funds are held in the Escrow, or are subsequently paid into the Escrow, for use by the United States and/or the Commonwealth under Section IX(G) of the Consent Decree; and provided further that the Escrow Agent shall not be required to resolve competing demands for payment by the United States and the Commonwealth that exceed the funds available in the Escrow for such purposes. If such competing demands are presented to the Escrow Agent, the Escrow Agent shall pay such portion of each demand as the United States and the Commonwealth agree or as a court of competent jurisdiction determines.

C. Termination of the Escrow

Upon notice to the Escrow Agent by EPA and the Commonwealth in accordance with Section IX(G) of the Consent Decree that the Escrow may be terminated, any sums remaining in the Escrow shall be paid to the Makers and to the United States and the Commonwealth in accordance with Exhibit A, Section IV hereto. The Escrow will terminate following distribution of all sums in the Escrow.

II. PROVISIONS AS TO ESCROW AGENT

A. Limitation to Escrow Agent's Capacity

1. This Escrow Agreement expressly and exclusively sets forth the duties of Escrow Agent with respect to any and all

matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent.

2. Escrow Agent shall not be charged with notice or knowledge of any fact or information not set out in this Escrow Agreement or the Consent Decree.

B. Authority to Act

1. Escrow Agent is hereby authorized and directed by the undersigned and the Escrow Agent agrees to deliver the subject matter of this Escrow Agreement in accordance with the provisions of this Agreement, including Exhibit A, and of Sections IX(E) and IX(G) of the Consent Decree.

2. Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which Escrow Agent in good faith believes to be genuine and what it purports to be, including, but not limited to, items directing investment or non-investment of funds, items requesting or authorizing release, disbursement or retainage of the subject matter of this Escrow Agreement and items amending the terms of this Escrow Agreement.

3. In the event of any disagreement between any of the parties to this Escrow Agreement, or between any of them and any other person, resulting in adverse claims or demands being made in connection with the matters covered by this Escrow Agreement, or in the event that Escrow Agent, in good faith, shall be in

doubt as to what action it should take hereunder, Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, Escrow Agent shall not be or become liable in any way or to any person for its failure or refusal to act, and Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all interested parties shall have been fully and finally adjudicated by a court of competent jurisdiction or (ii) all differences shall have been adjudged and all doubt resolved by agreement among all of the interested persons, and Escrow Agent shall have been notified thereof in writing signed by all such persons. The rights of Escrow Agent under this subparagraph are cumulative of all other rights which it may have by law or otherwise.

4. Without in any way limiting any other provision of this Escrow Agreement, it is expressly understood and agreed that Escrow Agent shall be under no duty or obligation other than to comply with the terms of this Escrow Agreement. Escrow Agent shall not be liable except for its own gross negligence or willful misconduct.

5. Escrow Agent shall be indemnified and held harmless from any claims, demands or losses, or any damages made or suffered by any party to this Escrow Agreement, excepting such as may arise out of or relate to the willful misconduct or gross negligence of Escrow Agent or its agents or employees. Such

indemnification shall be shared by the Makers in proportion to their respective contributions to the Remedial Trust Fund. The Escrow Agent shall indemnify and hold the Makers and their agents and employees harmless from any claims, demands or losses, or any damages made or suffered by any party to this Escrow Agreement arising out of or relating to the gross negligence or willful misconduct of Escrow Agent or its agents or employees.

6. In the event that any controversy should arise among the parties with respect to this Escrow Agreement, or should the Escrow Agent resign and the Makers fail to select another Escrow Agent to act in its stead, the Escrow Agent shall have the right to institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties.

C. Compensation

Escrow Agent shall be entitled to reasonable compensation for its services hereunder in accordance with Exhibit B hereto.

D. Miscellaneous

1. Escrow Agent shall make no disbursement, investment or other use of funds until and unless it has collected funds. Escrow Agent shall not be liable for collection items until the proceeds of the same have been received or the Federal Reserve has given Escrow Agent credit for the funds.

2. Pending use of the Escrow Account for the purposes set forth in this Agreement, Escrow Agent shall invest and

reinvest the Escrow Account in United States direct obligations, obligations guaranteed by agencies of the United States government, common trust funds or mutual funds that invest in United States direct or guaranteed obligations, bank certificates of deposit to the extent such are insured by the federal government, common trust funds or money market funds that invest in short-term municipal bonds, and short-term money market funds administered by the Escrow Agent. In all cases, however, the total investments must be sufficiently liquid to enable the Escrow Agent to fulfill the purposes of the Escrow and to satisfy obligations as they become due. Nothing in this Section shall be construed as authorizing the Escrow Agent to carry on any business or to divide the gains therefrom. The sole purpose of this Section is to authorize the investment of the Trust Estate or any part thereof as may be reasonably prudent pending use of the Escrow Account for the purposes of the Escrow.

3. Escrow Agent may resign at any time by giving 60 days written notice to the Makers, and such resignation shall take effect upon the day specified in such notice unless a successor Escrow Agent shall have been sooner appointed, in which event such resignation shall take effect immediately upon the appointment of a successor Escrow Agent. The resigning Escrow Agent shall continue to hold the Escrow until a successor Escrow Agent is appointed. Upon appointment of a successor, the resigning Escrow Agent shall transfer the Escrow to the successor Escrow Agent.

4. Any corporation or association into which the Escrow Agent or any successor to it may be merged or converted, or with which it or any successor to it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent or any successor to it shall be a party, shall be a successor Escrow Agent under this Agreement without the execution or filing or any paper or any other act on the part of any of the parties hereto.

5. All representations, covenants, and indemnifications contained in this Section II shall survive the termination of this Escrow Agreement.

III. GENERAL PROVISIONS

A. Where directions or instructions from more than one of the Makers are required, such directions or instructions may be given by separate instruments of similar tenor. Any of the undersigned may act hereunder through any agent or attorney-in-fact, provided satisfactory written evidence of authority is furnished to any party relying on such authority.

B. Any payment, notice, request for consent, report, or any other communication required or permitted in this Escrow Agreement shall be in writing and shall be deemed to have been given when personally delivered to the party hereunder specified or when placed in the United States Postal Service, registered or certified, with return receipt requested, postage prepaid and addressed as follows:

If to Escrow Agent:

(If In Person)

or

(If By Mail)

Mercantile Bank, N.A.,
Trust Custody Department
One Mercantile Center
16th Floor
St. Louis, MO 63101

Mercantile Bank, N.A.,
Trust Custody Department
P.O. Box 135
St. Louis, MO 63166

If to the United States:

Chief, Environmental Enforcement Section
Land and Natural Resources Division
United States Department of Justice
10th and Pennsylvania Avenue, N.W.
Washington, D.C. 20530
Re: DOJ #90-11-2-228

and

Director, Waste Management Division
United States Environmental
Protection Agency, Region I
JFK Federal Building
Boston, Massachusetts 02203
Re: Industri-Plex Site

If to the Commonwealth:

Chief, Environmental Protection Division
Department of the Attorney General
One Ashburton Place
Room 1902
Boston, Massachusetts 02108-1698

If to any Maker:

The Address shown on such Maker's
Authorization and Consent Form
for this Escrow Agreement.

Any party may unilaterally designate a different address
for notice to it by giving notice of each such change in the
manner specified above to each other party.

C. This Escrow Agreement is being made in and is intended to be construed according to the laws of the State of Missouri. It shall inure to and be binding upon the parties hereto and their respective successors, receivers, personal representatives, trustees and assigns. This Escrow Agreement shall be enforceable against the Escrow Agent in any court of competent jurisdiction in the State of Missouri. This Escrow Agreement shall be enforceable against any Maker in the United States District Court for the District of Massachusetts or any other court of competent jurisdiction in the Commonwealth of Massachusetts or State of Missouri.

D. The United States and the Commonwealth, in addition to the makers hereof, are beneficiaries of the Escrow Agreement and, pursuant to Section VI and X of the Consent Decree, are entitled to enforce this Escrow Agreement against the Makers and the Escrow Agent.

E. Words used herein in the singular form may include the plural and words used in the plural form may include the singular.

F. The terms of this Escrow Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by all the parties hereto.

G. If one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect under applicable law, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and

Site:	<u>Escrow Agent</u>
Break:	<u>126</u>
Other:	<u></u>

this Escrow Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

H. Nothing in this Escrow Agreement, express or implied, is intended to confer upon any other person rights or remedies under or by reason of this Escrow Agreement.

Mercantile Bank, N.A., Escrow Agent, hereby accepts its duties as Escrow Agent hereunder, subject to the terms and conditions herein set out.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal by persons authorized to sign on their behalf by signing an authorization form attached hereto as of the day and year first written above.

MERCANTILE BANK, N.A.,
as Escrow Agent

By: *Linda P. Jones*
Authorized Officer

Name: *Linda P. Jones*

Title: *Pension Trust Officer*

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

Stauffer Chemical Company, under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of Stauffer Chemical Company.

Signed: Gary L. Ford

Name: Gary L. Ford

Title: Assistant Director of Law

Date: 5/1/89

Address for Notices:

One Corporate Drive, Box 881

Shelton, Ct. 06484

ACCEPTANCE:

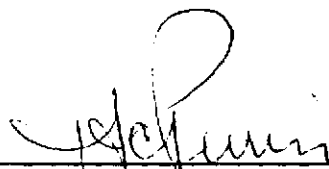
By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

Stauffer Management Company, under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of Stauffer Management Company.

Signed: 

Name: A. C. Perrino

Title: Vice President

Date: May 1, 1989

Address for Notices:

Concord Pike & New Murphy Road

Wilmington, DE 19897

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

ICI American Holdings Inc., under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of ICI American Holdings Inc..

Signed: _____

Name: J. K. Riegel

Title: Vice President

Date: 5-1-89

Address for Notices:

Concord Pike & New Murphy Road

Wilmington, DE 19897

ACCEPTANCE:


By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

Monsanto Company, under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of Monsanto Company.

Signed: 

Name: W. W. Varnado

Title: Director, Remedial Projects

Date: April 26, 1989

Address for Notices:

ACCEPTANCE:

By: _____

Title: _____

**INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM**

Aero Realty Trust, under seal, hereby consents and agrees to the terms and conditions of the Industri-Plex Site Escrow Agreement, intending to be legally bound thereby.

I certify that I am the duly authorized representative of Aero Realty Trust.

Metrophane Zayka
Metrophane Zayka, JR., as
trustee and not individually

Nicholas Zayka
Nicholas Zayka, as
trustee and not individually

Peter Zayka
Peter Zayka, as trustee
and not individually

Signed: Richard G. Mizzoni

Name: Richard G. Mizzoni

Title: PRES.

Date: April 28, 1989

Address for Notices:

223 New Boston Street

Woburn, MA 01801

ACCEPTANCE:


By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

Boston Edison Company, under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of Boston Edison Company.

Signed: 

Name: C. Bruce Damrell

Title: Vice President

Date: May 4, 1989

Address for Notices:

General Counsel
Boston Edison Company

800 Boylston Street

Boston, MA 02199

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

THE BOYD CORPORATION, under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of THE BOYD CORPORATION.

Signed: JAMES C. BOYD

Name: JAMES C. BOYD

Title: PRESIDENT

Date: 5/3/89

Address for Notices:

112 COMMERCE WAY
WOBURN, MA 01801

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

Stephen & Adeline Dagata, under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of Stephen & Adeline Dagata.

Signed: Stephen Dagata

Name: Stephen Dagata

Title: Co-owner

Date: May 3, 1989

Address for Notices:

59 Montvale Road

Woburn, Mass. 01801

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

SUNDER K. Ganglani & Hiro K. Ganglani, under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of _____.

Signed: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

130 COMMERCE WAY
WOBURN MASS 01801

ACCEPTANCE:

Hiro K. Ganglani
HK. Ganglani

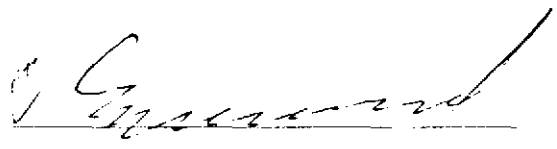
By: _____

Title: _____

Co Owner.

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

Michael A. Howland, hereby consents and agrees to the terms and conditions of the Industri-Plex Site Escrow Agreement, intending to be legally bound thereby.

Signed: 

Name: Michael A. Howland

Date: May 4, 1989

Address for Notices:

155 West Street
Wilmington, Massachusetts 01887

ACCEPTANCE:

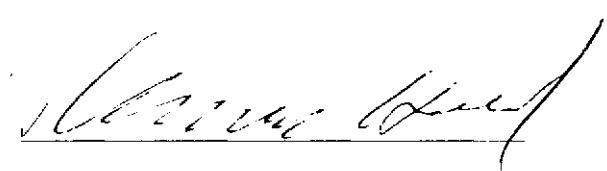
By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

Michael A. Howland, Trustee of Atlantic Avenue Trust, under seal, hereby consents and agrees to the terms and conditions of the Industri-Plex Site Escrow Agreement, intending to be legally bound thereby.

I certify that I am the duly authorized representative of the Atlantic Avenue Trust.

Signed: 

Name: Michael A. Howland

Title: Trustee, Atlantic Avenue
Trust

Date: May 4, 1989

Address for Notices:

155 West Street
Wilmington, Massachusetts 01887

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

Lipton Industries, Inc., under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of Lipton Industries, Inc..

Signed: 

Name: D. W. St. Clair

Title: Vice President

Date: May 4, 1989

Address for Notices:

Lipton Industries, Inc.

800 Sylvan Avenue

Englewood Cliffs, NJ 07632

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

Ronald F. Liss, under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of Donor.

Signed: Ronald F. Liss

Name: Ronald F. Liss

Title: Donor

Date: May 3, 1989

Address for Notices:

255 Andover Street

P.O. Box 695

Wilmington, MA 01887

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

I, Angela Coley, under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of Massachusetts Bay Transportation Authority

Signed: AF

Name: Gors CF Gunn

Title: General Counsel

Date: May 8, 1989

Address for Notices:

10 Park Plaza

Boston, MA 02116

ACCEPTANCE:

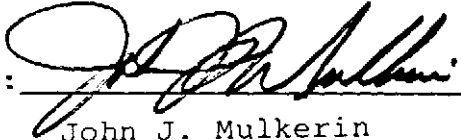
By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

Nodraer Realty Trust, under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of Nodraer Realty Trust.

Signed: 
Name: John J. Mulkerin
Title: Trustee
Date: May 3, 1989
Address for Notices:
P.O. Box 2128
120 Commerce Way
Woburn, MA 01888

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

Pebco _____, under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of Pebco _____.

BOSTON SAFE DEPOSIT AND TRUST COMPANY

Signed: Dina G. Cirone

by
Name: Dina G. Cirone

Title: Trust Officer

Date: May 4, 1989

Address for Notices:

Ms Dina G. Cirone, Trust Officer
~~Boston Safe Deposit and Trust Company~~
Real Estate Department OBVJ
~~One Boston Place~~
Boston, MA 02108

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

Positive Start Realty Inc., under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of Positive Start Realty Inc.

Signed: Robert W. De Rosa

Name: Robert W. De Rosa

Title: President

Date: May 5, 1989

Address for Notices:

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

PX Realty Trust, under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of PX Realty Trust

Signed: Paul X. O'Neill

Name: PAUL X. O'NEILL

Title: TRUSTEE

Date: 5/4/89

Address for Notices:

PO Box C-1019
Boston Mass 02205

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

PETER J VOLPE, under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of PETER J VOLPE.

Signed:  _____

Name: PETER J VOLPE

Title: GENERAL MANAGER

Date: MAY 3, 1989

Address for Notices:

59 EASTERN AVE

MADEDEN, MA 02148

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

The Welles Company, a Massachusetts limited partnership, Woodcraft Supply Corporation, a Massachusetts corporation, Atlantic Avenue Associates, Inc., a Massachusetts corporation consents and agrees to the terms and conditions of the Industri-Plex Site Escrow Agreement, intending to be legally bound thereby.

I certify that I am the duly authorized representative of The Welles Company, Woodcraft Supply Corporation and Atlantic Avenue Associates, Inc.

Signed: _____

Name: Rogers G. Welles, President and

Title: General Partner

Date: April 28, 1989

Address for Notices:

Rogers G. Welles

President and General Partner

201 Airway West

Tequesta, FL 33469

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

Richard D Bain, under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of Winterhill Storehouse Inc..

Signed: Richard D. Bain

Name: Richard D Bain

Title: President

Date: May 4, 1989

Address for Notices:

20 Atlantic Ave.

Woburn, Ma. 01801

ACCEPTANCE:

By: _____

Title: _____

INDUSTRI-PLEX SITE ESCROW AGREEMENT
AUTHORIZATION FORM

CITY of Woburn, under seal, hereby
consents and agrees to the terms and conditions of the Industri-
Plex Site Escrow Agreement, intending to be legally bound
thereby.

I certify that I am the duly authorized representative
of CITY of Woburn.

Signed: John W. Pabbitt

Name: JOHN W. PABBITT

Title: MAYOR

Date: 5-7-89

Address for Notices:

CITY of Woburn

Law Department

CITY HALL

10 Common Street

Woburn, MA 01801

ACCEPTANCE:

By: _____

Title: _____

EXHIBIT A

SCHEDULE FOR DISTRIBUTION BY TRUSTEE OF RECEIPTS FROM THE SALE OF MARK-PHILLIP TRUST PROPERTY PURSUANT TO SECTION IX OF CONSENT DECREE

Each distribution under Exhibit A shall be divided and distributed in accordance with the percentages set forth below:

I. Distribution of first \$8,000,000 received:

1)	44.38%	Distributed to Monsanto	(\$3,551,000)
2)	40.01%	Distributed to ICI	(\$3,200,000)
3)	4.61%	Distributed to Additional Makers	(\$ 369,000)
4)	<u>11.00%</u>	Distributed to United States to the extent necessary to reimburse the United States for response costs incurred prior to entry of the Consent Decree, as provided in Section IX(E)(1) and (3) of the Consent Decree; otherwise, to be retained in the Escrow for the purposes set forth in Section IX(G) of the Consent Decree	(\$ 880,000)
Total	100.00%		\$8,000,000

II. Distribution of next \$2,000,000 received:

1)	22.5%	Distributed to Monsanto	(\$ 450,000)
2)	22.5%	Distributed to ICI	(\$ 450,000)
3)	5.0%	Distributed to Additional Makers	(\$ 100,000)
4)	<u>50.0%</u>	To be retained in the Escrow for the purposes set forth in Section IX(G) of the Consent Decree	(\$1,000,000)
Total	100.0%		\$2,000,000

III. Distribution of Receipts Over \$10,000,000:

1)	14.5%	Distributed to Monsanto	
2)	14.5%	Distributed to ICI	
3)	1.0%	Distributed to Additional Makers	
4)	<u>70.0%</u>	Distributed to United States to the extent necessary to reimburse	

the United States for response costs incurred prior to entry of the Consent Decree, as provided in Section IX(E)(1) and (3) of the Consent Decree; otherwise, to be retained in the Escrow for the purposes set forth in Section IX(G) of the Consent Decree

Total 100.0%

IV. Distribution of Balance of Escrow Account After Completion of the "Verification Period," as provided for in Section IX(G) of the Consent Decree:

1. Such amount requested by the United States or the Commonwealth in payment for an amount any Settler owes to the United States or the Commonwealth on account of oversight costs, outstanding penalties, or any other provision of the Consent Decree: To the United States or the Commonwealth.
2. The remaining balance of the Escrow Account: To Monsanto, ICI and Additional Makers in proportion to their respective contributions to the Remedial Trust Fund, as calculated by the Remedial Trustee.

V. Distribution of Additional Makers' shares of amounts allocated to Additional Makers in Items I, II, III & IV above:

Each additional Maker shall receive a percentage of each such distribution equal to the percentage which that Maker has contributed to the total amount (exclusive of stipulated penalties) contributed by all Additional Makers pursuant to the Remedial Trust Agreement and the Consent Decree as of the time of the distribution, as illustrated by the following formula:

Individual	<u>A's Contribution</u>		Total Distribution
Share of	= Total Contribution	X	to all
Maker A	by All Add'l Makers		Additional Makers

EXHIBIT B

ESCROW AGENT'S FEE

Mercantile Bank's Escrow Agent fee will be \$500.00 per annum of which amount \$125.00 shall be paid quarterly.

